

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA,

Plaintiff,

v.

FACEBOOK, INC.,

Defendant.

CIVIL ACTION NO.: 2018 CA 008715 B
Judge Fern Flanagan Saddler
Next Court Date: March 22, 2019
Event: Initial Conference

**MEMORANDUM OF LAW IN SUPPORT OF FACEBOOK, INC.'S OPPOSED
MOTION TO DISMISS OR, IN THE ALTERNATIVE, STAY PROCEEDINGS**

TABLE OF CONTENTS

I. INTRODUCTION.....	1
II. BACKGROUND.....	3
III. LEGAL STANDARD.....	5
IV. ARGUMENT.....	6
A. This Court Lacks Personal Jurisdiction Over Facebook.....	6
1. Facebook Is Not Subject To General Jurisdiction In The District Of Columbia.....	6
2. The Due Process Clause Prohibits The Exercise Of Specific Jurisdiction Over Facebook Based On These Allegations.....	7
3. Facebook Is Not Subject To Specific Jurisdiction In The District Under The D.C. Long-Arm Statute.....	9
B. The Complaint Fails To State A Claim Under The CPPA.	12
1. Facebook Disclosed Every Practice At Issue In The District’s Complaint.....	13
2. Under D.C. Law, Facebook Had No Legal Duty To Notify Consumers About Kogan And Cambridge Analytica’s Conduct In 2015.....	16
C. Alternatively, This Court Should Stay These Proceedings.....	17
1. This Court Should Stay This Case Pending Resolution Of The MDL.....	17
2. This Court Should Stay This Case Pending Resolution Of The FTC’s Ongoing Investigation.	18
V. CONCLUSION.....	20

TABLE OF AUTHORITIES

Cases

<i>Aaronson v. Vital Pharm., Inc.</i> , 2010 WL 625337 (S.D. Cal. Feb. 17, 2010)	20
<i>Alicke v. MCI Commc'ns. Corp.</i> , 111 F.3d 909 (D.C. Cir. 1997)	17
<i>Allnet Commc'n Serv, Inc. v. Nat'l Exchange Carrier Ass'n</i> , 965 F.2d 1118 (D.C. Cir. 1992)	19, 20
<i>Ashcroft v. Iqbal</i> , 556 U.S. 662 (2009)	5
<i>Barry v. Little</i> , 669 A.2d 115 (D.C. 1995)	16
<i>Belfiore v. Proctor & Gamble Co.</i> , 311 F.R.D. 29 (E.D.N.Y. 2015)	2
<i>Burman v. Phoenix Worldwide Indus., Inc.</i> , 437 F. Supp. 2d 142 (D.D.C. 2006)	11
<i>Canale v. Colgate-Palmolive Co.</i> , 258 F. Supp. 3d 312 (S.D.N.Y. 2017)	2, 19
<i>Cannon v. Wells Fargo Bank, N.A.</i> , 926 F. Supp. 2d 152 (D.D.C. 2013)	12
<i>Chambers v. NASA Fed. Credit Union</i> , 222 F. Supp. 3d 1 (D.D.C. 2016)	13
<i>Christopher v. Aguiqui</i> , 841 A.2d 310, 312 (D.C. 2003)	3
<i>COMSAT Corp. v. Finshipyards S.A.M.</i> , 900 F. Supp. 515 (D.D.C. 1995)	10
<i>Dahlgren v. Audiovox Commc'ns Corp.</i> , 2010 WL 2710128 (D.C. Super. Ct. July 08, 2010)	17
<i>Daimler AG v. Bauman</i> , 571 U.S. 117 (2014)	5, 6, 7
<i>Doe v. Hills</i> , 217 F. Supp. 3d 199 (D.D.C. 2016)	18

<i>Founding Church of Scientology of Washington, D.C. v. Verlag,</i> 536 F.2d 429 (D.C. Cir. 1976)	12
<i>Freiman v. Lazur,</i> 925 F. Supp. 14 (D.D.C. 1996)	11
<i>Georgalis v. Facebook, Inc.,</i> 324 F. Supp. 3d 955 (N.D. Ohio 2018)	8
<i>Gilles v. Ware,</i> 615 A.2d 533 (D.C. 1992)	18
<i>Goodyear Dunlop Tires Operations, S.A. v. Brown,</i> 564 U.S. 915 (2011)	6
<i>Graham v. Bernstein,</i> 527 A.2d 736 (D.C. 1987)	16
<i>GTE New Media Servs. Inc. v. BellSouth Corp.,</i> 199 F.3d 1343 (D.C. Cir. 2000)	5, 6, 7, 8, 10
<i>Gullen v. Facebook.com, Inc.,</i> 2016 WL 245910 (N.D. Ill. Jan. 21, 2016)	9
<i>Hardy v. N. Leasing Sys., Inc.,</i> 953 F. Supp. 2d 150 (D.D.C. 2013)	5, 11
<i>Harris v. Omelon,</i> 985 A.2d 1103 (D.C. Cir. 2009)	5
<i>Hayes v. FM Broad. Station WETT,</i> 930 F. Supp. 2d 145 (D.D.C. 2013)	7, 8
<i>Hayhurst v. Calabrese,</i> 782 F. Supp. 643 (D.D.C. 1992)	11
<i>Hendel v. World Plan Exec. Council,</i> 1996 WL 34420369 (D.C. Super. Ct. Jan. 2, 1996)	18
<i>IMAPizza, LLC v. At Pizza Ltd.,</i> 334 F. Supp. 3d 95 (D.D.C. 2018)	6, 10
<i>Int’l Shoe Co. v. Washington,</i> 326 U.S. 310 (1945)	7
<i>Kaupthing ehf. v. Bricklayers & Trowel Trades Int’l Pension Fund Liquidation Portfolio,</i> 291 F. Supp. 3d 21 (D.D.C. 2017)	10

<i>Estate of Manook v. Research Triangle Inst., Int’l & Unity Res. Grp., L.L.C.</i> , 693 F. Supp. 2d 4 (D.D.C. 2010)	12
<i>Moncrief v. Lexington Herald–Leader Co.</i> , 807 F.2d 217 (D.C. Cir. 1986)	11
<i>Office of People’s Counsel v. Pub. Serv. Comm’n</i> , 477 A.2d 1079 (D.C. 1984)	16
<i>Ozerol v. Howard Univ.</i> , 545 A.2d 638 (D.C. 1988)	14
<i>Pearson v. Chung</i> , 961 A.2d 1067 (D.C. 2008)	12
<i>POM Wonderful, LLC v. FTC</i> , 777 F.3d 478 (D.C. Cir. 2015)	19
<i>Potomac Dev. Corp. v. Dist. of Columbia</i> , 28 A.3d 531 (D.C. 2011)	5
<i>Ralls v. Facebook</i> , 221 F. Supp. 3d 1237 (W.D. Wash. 2016).....	8, 9
<i>Rocha v. Brown & Gould, LLP</i> , 101 F. Supp. 3d 52 (D.D.C. 2015)	14
<i>Saucier v. Countrywide Home Loans</i> , 64 A.3d 428 (D.C. 2013)	13
<i>Savage v. Bioport, Inc.</i> , 460 F. Supp. 2d 55 (D.D.C. 2006)	12
<i>Shaheen v. Smith</i> , 994 F. Supp. 2d 77 (D.D.C. 2013)	11
<i>Thomas v. Disabled Am. Veterans Ass’n</i> , 930 A.2d 997 (D.C. 2007)	18
<i>Triple Up Ltd. v. Youku Tudou Inc.</i> , 235 F. Supp. 3d 15 (D.D.C. 2017)	7, 8
<i>United States v. W. Pac. R.R. Co.</i> , 352 U.S. 59 (1956).....	20
<i>Walden v. Fiore</i> , 571 U.S. 277 (2014).....	8

<i>Washkoviak v. Student Loan Mktg. Ass’n</i> , 900 A.2d 168 (D.C. 2006)	8
<i>Whiting v. AARP</i> , 701 F. Supp. 2d 21 (D.D.C. 2010)	13, 15
<i>Williams v. Dist. of Columbia</i> , 9 A.3d 484 (D.C. 2010)	5
<i>Witte v. Iovate Health Scis. Int’l</i> , 2016 WL 11527770 (D.C. Super. Ct. Sept. 20, 2016)	13
<i>World-Wide Volkswagen Corp. v. Woodson</i> , 444 U.S. 286 (1980)	6

Statutes

D.C. Code § 13-423	6, 9, 10, 12
D.C. Code § 13-523	12
D.C. Code § 28-3851	16
D.C. Code § 28-3852	16, 17
D.C. Code § 28-3901	19
D.C. Code § 28-3904	12, 16, 17

Other Authorities

C. Cadwalladr & E. Graham-Harrison, <i>Revealed: 50 million Facebook profiles harvested for Cambridge Analytica in major data breach</i> , The Guardian (Mar. 17, 2018), https://bit.ly/2plU1sM	3
<i>In the Matter of Facebook, Inc.</i> , No. C-4365 (FTC July 27, 2012), https://bit.ly/2J9YtXv	4
<i>In re: Facebook, Inc. Consumer Privacy User Profile Litig.</i> , No. 18-MD-2843-VC (N.D. Cal. Sept. 25, 2018)	4, 20
FTC, About the FTC: Division of Privacy and Identity Protection, https://bit.ly/2HlpPcV	19
FTC, Statement by the Acting Director of FTC’s Bureau of Consumer Protection Regarding Reported Concerns about Facebook Privacy Practices (Mar. 26, 2018), https://bit.ly/2I56ojQ	4

H. Davies, <i>Ted Cruz using firm that harvested data on millions of unwitting Facebook users</i> , The Guardian (Dec. 11, 2015), https://bit.ly/2lHR0Ac	3, 17
H. Grassegger & M. Krogerus, <i>The Data That Turned the World Upside Down</i> , Motherboard (Jan. 28, 2017), https://bit.ly/2ujkgUS	3
K. Leswing, <i>Ted Cruz’s Secret Weapon: Your Facebook Likes</i> , Fortune (Dec. 11, 2015)	17
M. Rosenberg, N. Confessore & C. Cadwalladr, <i>How Trump Consultants Exploited the Facebook Data of Millions</i> , N.Y. Times (Mar. 17, 2018), https://nyti.ms/2HH74vA	3
M. Schwartz, <i>Facebook Failed to Protect 30 Million Users From Having Their Data Harvested By Trump Campaign Affiliate</i> , The Intercept (Mar. 30, 2017), https://bit.ly/2oduMK7	3
Prepared Remarks of Chairman Joseph Simons, Hearing on “Oversight of the Federal Trade Commission,” 2018 WL 6267168 (Nov. 27, 2018)	19
S. Halpern, <i>How He Used Facebook to Win</i> , The New York Review of Books (June 8, 2017), https://bit.ly/2QkmzP7	3
S. Kirchgaessner, <i>Cambridge Analytica used data from Facebook and Politico to help Trump</i> , The Guardian (Oct. 26, 2017), https://bit.ly/2iDmKsG	3

I. INTRODUCTION

The D.C. Attorney General’s lawsuit against Facebook is the latest in a series of actions challenging Facebook’s platform in the wake of the widely publicized Cambridge Analytica events. As this Court is aware, the Cambridge Analytica events underlying this case drew public attention to the significant policy implications of sharing data on the internet, sparking an important and ongoing discussion about the ways in which people’s data can be used (and misused) online, as well as numerous lawsuits. The very issues raised in the Complaint—how to ensure consumers understand and utilize privacy settings (Compl. ¶¶ 75-76), how to opt out of data sharing (*id.* ¶¶ 72-73), how to manage third-party access to data (*id.* ¶ 74)—are the subject of a federal multi-district litigation (“MDL”) in the Northern District of California, Congressional hearings, regulatory inquiries (including by the FTC), and robust public discourse. But this Complaint is little more than a broadside against Facebook’s business model—a barebones description of how Facebook works and the fundamental policies that govern Facebook’s relationship with its users, followed by a charge that Facebook’s policies violate the D.C. Consumer Protection Procedures Act (“CPPA”). Apart from the many substantive deficiencies of the District’s claim, this is the wrong case, in the wrong place, at the wrong time, and it should be dismissed.

Wrong place. As an initial matter, the case should be dismissed because the Court lacks personal jurisdiction over Facebook. Apart from the unremarkable fact that some D.C. residents use Facebook, nothing in the Complaint seeks to connect Facebook’s activities in the District to the claims at issue. Indeed, the consumer contracts underlying the District’s allegations are expressly governed by California law, not D.C. law. If mere use of a website were enough for this Court to exercise personal jurisdiction over Facebook, then every state in the Union would claim jurisdiction over every internet company in every case. That is not the law.

Wrong case. On the merits, the allegations in the Complaint and the documents referenced therein demonstrate that the District’s CPPA claim cannot withstand scrutiny. Indeed, the very practices that the District challenges were disclosed by Facebook to its users—Facebook expressly informed its users that their data could be shared with third-party apps and device manufacturers

(including by their Facebook friends), that users could limit or eliminate such sharing (and how to do so), and that Facebook could not control the conduct of third parties in possession of users' data. The District also complains about Facebook's alleged failure to inform users about Cambridge Analytica in 2015, when public reports about that company's improper acquisition of Facebook user data first surfaced. But, as the District seemingly acknowledges, Facebook did not violate D.C.'s statute governing notification of data breaches—the *only* statute that determines the parameters of any duty to notify consumers. The District cannot circumvent the limits of that statute by bringing similar claims under a more generic consumer protection statute. In short, the allegations contained in the Complaint (or the lack thereof) and the Facebook policies and disclosures incorporated therein by reference mandate dismissal of this action.

Wrong time. Finally, if the Court does not dismiss this case outright, it should stay the case pending resolution of the federal MDL proceedings in the Northern District of California, where more than 30 nationwide consumer class actions, all of which raise the same issues raised in the Complaint here, have been consolidated for pre-trial purposes. Staying this case pending resolution of the MDL will conserve party and judicial resources, and minimize the risk of inconsistent rulings. The MDL proceedings are well underway; the plaintiffs have already conducted preliminary discovery and Facebook's motion to dismiss was argued on February 1, 2019.

This Court also should stay these proceedings pending the FTC's investigation into the same conduct, which has been underway for nearly a year. The FTC has deep expertise regarding the data privacy issues raised here and, as a result of a Consent Order the FTC entered into with Facebook in 2012, has deep familiarity with Facebook's platform and policies. The FTC should be afforded a reasonable opportunity to conclude its investigation before its efforts are disrupted or bypassed by piecemeal litigation. In similar circumstances, other courts have stayed litigation so the FTC's investigation can run its course. *See, e.g., Canale v. Colgate-Palmolive Co.*, 258 F. Supp. 3d 312, 325 (S.D.N.Y. 2017); *Belfiore v. Proctor & Gamble Co.*, 311 F.R.D. 29, 78 (E.D.N.Y. 2015).

II. BACKGROUND

In March 2018, *The Guardian* and *The New York Times* each reported that Cambridge Analytica—a data analytics company that had worked with the Trump campaign (and previously worked with the Ted Cruz campaign)—had improperly obtained data regarding millions of Facebook users.¹ The articles explained that Cambridge Analytica obtained this information from a developer named Aleksandr Kogan who, along with his company GSR, created an application called “thisisyourdigitallife” in 2013. As with other developers that offer apps integrated with Facebook’s platform, Kogan obtained data from users who authorized the app, and some limited data about those users’ friends—if those friends had their privacy settings set to allow it. Then, in contravention of Facebook’s policies and the terms of use to which he agreed, Kogan sold this data to Cambridge Analytica. Cambridge Analytica then allegedly used the information to develop a targeted ad campaign through which it served political ads to Facebook users.

None of this was news when the articles were published in 2018; like the rest of the public, Facebook became aware that Kogan and GSR had misused data after *The Guardian* published an article about it on December 11, 2015, and immediately conducted an investigation (which resulted in written certifications from Kogan and Cambridge Analytica representing that they had deleted the data). In that 2015 article, *The Guardian* reported the same essential allegations as the 2018 *Guardian* article, with Cambridge Analytica allegedly misusing the data to serve ads in furtherance of the Cruz campaign.² Subsequent articles reported on many of the same allegations.³ What was

¹ M. Rosenberg, N. Confessore & C. Cadwalladr, *How Trump Consultants Exploited the Facebook Data of Millions*, N.Y. Times (Mar. 17, 2018), <https://nyti.ms/2HH74vA>; C. Cadwalladr & E. Graham-Harrison, *Revealed: 50 million Facebook profiles harvested for Cambridge Analytica in major data breach*, The Guardian (Mar. 17, 2018), <https://bit.ly/2plU1sM>. This Court may take judicial notice of media reports. *Christopher v. Aguigui*, 841 A.2d 310, 312 (D.C. 2003).

² H. Davies, *Ted Cruz using firm that harvested data on millions of unwitting Facebook users*, The Guardian (Dec. 11, 2015), <https://bit.ly/2lHR0Ac>.

³ E.g., M. Schwartz, *Facebook Failed to Protect 30 Million Users From Having Their Data Harvested By Trump Campaign Affiliate*, The Intercept (Mar. 30, 2017), <https://bit.ly/2oduMK7>; S. Kirchgaessner, *Cambridge Analytica used data from Facebook and Politico to help Trump*, The Guardian (Oct. 26, 2017), <https://bit.ly/2iDmKsG>; S. Halpern, *How He Used Facebook to*

news in the 2018 articles was the claim that Cambridge Analytica may not have deleted the data in the years since the 2015 article was published, as it had certified to Facebook it had done.

In the wake of the March 2018 articles, more than 30 consumer class actions were filed across the country on behalf of putative nationwide classes of Facebook users, all of which were eventually consolidated into a federal multi-district litigation (MDL) in the Northern District of California. The consolidated MDL complaint alleges, *inter alia*, that Facebook violated federal law and California's consumer protection statute by disclosing user data without sufficient consent; by providing users with confusing privacy controls; and by failing to protect users from harms by third parties like Kogan. *See* Corrected Consol. Compl. ¶¶ 111-285, *In re: Facebook, Inc. Consumer Privacy User Profile Litig.*, No. 18-MD-2843-VC (N.D. Cal. Sept. 25, 2018), Dkt. 152-2. That case is proceeding apace: the motion to dismiss has been fully briefed and argued, and the Court has allowed limited discovery into plaintiffs' allegations.

In addition, the March 2018 articles resulted in the Federal Trade Commission ("FTC") launching an investigation to determine whether Facebook violated a 2012 Consent Order between Facebook and the FTC. *See* FTC, Statement by the Acting Director of FTC's Bureau of Consumer Protection Regarding Reported Concerns about Facebook Privacy Practices (Mar. 26, 2018), <https://bit.ly/2I56ojQ>. The 2012 Consent Order governs Facebook's data privacy practices, including "the extent to which a consumer can control the privacy of any covered information maintained by [Facebook] and the steps a consumer must take to implement such controls," "the extent to which [Facebook] makes or has made [information] accessible to third parties," and "the steps [Facebook] takes or has taken to verify the privacy or security protections that any third party provides." Decision and Order Part I(B)-(D), *In the Matter of Facebook, Inc.*, No. C-4365 (FTC July 27, 2012), <https://bit.ly/2J9YtXv> (the "Consent Order"). Those are the same practices at issue here.

Win, The New York Review of Books (June 8, 2017), <https://bit.ly/2QkmzP7>; H. Grassegger & M. Krogerus, *The Data That Turned the World Upside Down*, Motherboard (Jan. 28, 2017), <https://bit.ly/2ujkgUS>.

As with the FTC's and MDL allegations, the District's Complaint here alleges that Facebook's user agreements are deficient because they failed to adequately disclose "that [consumers'] personal information may be shared with third-party applications without their knowledge or affirmative consent." Compl. ¶ 73. The District further alleges that Facebook has not sufficiently protected user data in the context of the thousands of third-party apps operating on the Facebook platform or with regard to electronic devices (e.g. cell phones) that partner with Facebook "to develop Facebook applications specific to their device." *See id.* ¶¶ 4, 43, 60. The District brings just one count pursuant to the CPPA and seeks injunctive relief, restitution for users, and damages and civil penalties payable to the District.

III. LEGAL STANDARD

A complaint must be dismissed where the Court lacks jurisdiction over the defendant. *See, e.g., Daimler AG v. Bauman*, 571 U.S. 117, 126-28 (2014). Personal jurisdiction cannot be established over a non-resident corporation unless jurisdiction both "satisfies the constitutional requirements of due process" and "is applicable under the state's long-arm statute." *GTE New Media Servs. Inc. v. BellSouth Corp.*, 199 F.3d 1343, 1347 (D.C. Cir. 2000). "The plaintiff bears the burden of proving that the court may establish personal jurisdiction over the defendant." *Harris v. Omelon*, 985 A.2d 1103, 1105 (D.C. Cir. 2009). A plaintiff "cannot rely on bare allegations or conclusory statements," but "must allege specific acts connecting [the] defendant with the forum." *Hardy v. N. Leasing Sys., Inc.*, 953 F. Supp. 2d 150, 156 (D.D.C. 2013).

To survive a motion to dismiss under Superior Court Rule of Civil Procedure 12(b)(6), a complaint "must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" *Potomac Dev. Corp. v. Dist. of Columbia*, 28 A.3d 531, 544 (D.C. 2011) (quoting *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)). The Court does not accept as true "legal conclusions" or "conclusory statements." *Iqbal*, 556 U.S. at 678. Instead, the complaint must "set forth sufficient information to outline the legal elements of a viable claim for relief," *Williams v. Dist. of Columbia*, 9 A.3d 484, 488 (D.C. 2010), and plead facts that "sho[w]" "more than the mere possibility of misconduct," *Iqbal*, 556 U.S. at 679.

IV. ARGUMENT

A. This Court Lacks Personal Jurisdiction Over Facebook.

The Complaint does not allege any facts suggesting any basis to exercise personal jurisdiction over Facebook, and this case must be dismissed for that reason alone. The Due Process Clause of the Fourteenth Amendment constrains a court's exercise of personal jurisdiction over an out-of-state defendant. *Daimler*, 571 U.S. at 121-22. This requirement—an essential due process protection for defendants nationwide—“allows potential defendants to structure their primary conduct with some minimum assurance as to where that conduct will and will not render them liable to suit.” *GTE*, 199 F.3d at 1350 (quoting *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 297 (1980)). A finding of jurisdiction over Facebook would violate these due process principles.

1. Facebook Is Not Subject To General Jurisdiction In The District Of Columbia.

There are two forms of personal jurisdiction—general and specific. A court has general jurisdiction over a corporate defendant like Facebook only if the corporation is “at home” in the forum. *Daimler*, 571 U.S. at 127. The “‘paradigm’ bases for the exercise of general jurisdiction”—*i.e.*, the places in which a corporation is “at home”—include “place of incorporation[] and principal place of business.” *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 924 (2011). A corporation is *not* at home merely because it “engages in a substantial, continuous, and systematic course of business” in the jurisdiction. *Daimler*, 571 U.S. at 138. General jurisdiction is inapplicable here, as the Complaint appears to recognize, because Facebook is not incorporated in the District and its principal place of business is not located here. *See* Compl. ¶ 7 (relying for personal jurisdiction on D.C. Code § 13-423(a), which “provides for only *specific* personal jurisdiction,” *IMAPizza, LLC v. At Pizza Ltd.*, 334 F. Supp. 3d 95, 112 (D.D.C. 2018)).

2. The Due Process Clause Prohibits The Exercise Of Specific Jurisdiction Over Facebook Based On These Allegations.

Under the federal Due Process Clause, specific jurisdiction arises only where the defendant has “minimum contacts” with the forum, such that “the in-state activities of the corporate defendant had not only been continuous and systematic, but also gave rise to the liabilities sued on.” *Daimler*, 571 U.S. at 126 (quoting *Int’l Shoe Co. v. Washington*, 326 U.S. 310, 317 (1945)) (alterations omitted); see also *Hayes v. FM Broad. Station WETT*, 930 F. Supp. 2d 145, 151 (D.D.C. 2013). The District “must demonstrate that [Facebook] has ‘purposefully directed’ its activities at residents of the” District, or that Facebook “has ‘purposefully avail[ed] itself of the privilege of conducting activities within’” the District, “invoking the benefits and protections of its laws.” *Triple Up Ltd. v. Youku Tudou Inc.*, 235 F. Supp. 3d 15, 22 (D.D.C. 2017) (quoting *Hanson v. Denckla*, 357 U.S. 235, 253 (1958)), *aff’d*, 2018 WL 4440459 (D.C. Cir. July 17, 2018).

Importantly, “it is clear that the ‘mere accessibility of the defendants’ websites’ in the forum cannot by itself ‘establish[] the necessary minimum contacts.’” *Triple Up Ltd.*, 235 F. Supp. 3d at 23 (quoting *GTE*, 199 F.3d at 1350). As a leading D.C. Circuit case held, concluding otherwise would allow “personal jurisdiction in [i]nternet-related cases . . . [to] almost always be found in *any* forum,” which would “shred” the due process guarantee that “allows potential defendants to structure their primary conduct with some minimum assurance as to where that conduct will and will not render them liable to suit.” *GTE*, 199 F.3d at 1350.

Here, the *only* basis for personal jurisdiction articulated in the Complaint is that Facebook “suppli[es] social networking services through the operation of its website, www.facebook.com, and accompanying mobile applications, to consumers in D.C.” Compl. ¶¶ 1, 9, 10. As a result, Facebook has “[h]undreds of thousands of” users in D.C., out of more than 2 billion worldwide. *Id.* ¶ 10. Such allegations are not enough to establish personal jurisdiction.

There are only two situations in which courts in the District have allowed “purely online activities” to “give rise to personal jurisdiction,” and both are absent here. *Triple Up*, 235 F. Supp. 3d at 24. First, there is no indication that Facebook’s “website functions as the defendant’s

storefront in the forum.” *Id.* Facebook does not buy or sell services to D.C. consumers through its website, it does not schedule deliveries to D.C. residents through its website, and it does not transact any *business* with D.C. residents such that its website could fairly be construed as a substitute for a storefront presence in D.C. Second, the Complaint does not (and cannot) allege that Facebook “aimed” “unabashedly malignant actions” particularly at the District or that “the brunt of [purported] harm” was felt here. *GTE*, 199 F.3d at 1349; *see also Walden v. Fiore*, 571 U.S. 277, 290 (2014). Indeed, the Complaint recognizes that Facebook operates in the same manner in all jurisdictions and does not allege any facts specific to any conduct Facebook has directed at users in the District. And the contracts governing the relationship between Facebook and its users—the very consumers the District is purporting to protect with this lawsuit—are expressly governed by California law, not D.C. law. Ex. 3 at 7.⁴ Simply put, there is no indication whatsoever that Facebook “purposefully availed [itself] of the District of Columbia any more than [it] purposefully availed [itself] of every other jurisdiction in which [its] website was accessible.” *Hayes*, 930 F. Supp. 2d at 151-52.

Courts have consistently concluded that they lack specific personal jurisdiction based on allegations similar to those at issue here, *Triple Up*, 235 F. Supp. 3d at 23 (collecting cases), including with regard to Facebook itself. For example, in *Georgalis v. Facebook, Inc.*, 324 F. Supp. 3d 955 (N.D. Ohio 2018), *reconsideration denied*, 2018 WL 6018017 (N.D. Ohio Nov. 16, 2018), the court concluded it lacked personal jurisdiction over the “ubiquitous” Facebook even where the Complaint alleged that “millions [of] Facebook users in Ohio generate significant revenues for Defendant,” and that Facebook “direct[s]” “advertising . . . to Ohio Facebook users.” *Id.* at 960. The court in *Ralls v. Facebook*, 221 F. Supp. 3d 1237 (W.D. Wash. 2016), likewise

⁴ Because the Complaint refers repeatedly to Facebook’s policies—the SRR and the Data Use Policy—those documents are incorporated by reference into the Complaint and can be considered on a motion to dismiss without converting the motion into one for summary judgment. *Washkoviak v. Student Loan Mktg. Ass’n*, 900 A.2d 168, 178 (D.C. 2006). Facebook has accordingly provided the Court with true and correct copies of these policies as Exhibits (“Ex.”) to the declaration of Michael Duffey, the Facebook employee responsible for maintaining Facebook’s archive of policies.

lacked jurisdiction after holding that the plaintiff had not provided any “evidence that [Facebook] purposefully directed [its] activities towards Washington.” *Id.* at 1244. As the court explained, “personal jurisdiction over Facebook may not exist simply because a user avails himself of Facebook’s services in a state other than the states in which Facebook is incorporated and has its principal place of business.” *Id.* at 1244; *see also Gullen v. Facebook.com, Inc.*, 2016 WL 245910, at *2 (N.D. Ill. Jan. 21, 2016) (no personal jurisdiction where plaintiff failed to allege “that Facebook targets its alleged biometric activities *at Illinois residents*” (emphasis added)). There is no basis for this Court to break from these uniform precedents here.

3. Facebook Is Not Subject To Specific Jurisdiction In The District Under The D.C. Long-Arm Statute.

Even if the Court were satisfied that exercising personal jurisdiction over Facebook were constitutional (which it is not), it should nevertheless dismiss this suit for lack of jurisdiction because finding personal jurisdiction over Facebook here would violate the District’s long-arm statute. D.C. Code § 13-423(a). The Complaint does not sufficiently allege that *any* of the requirements for D.C.’s long-arm statute have been satisfied here, nor could it.

The D.C. long-arm statute allows for the exercise of personal jurisdiction only in seven specific circumstances, and even then only “as to a claim for relief arising from the person’s” actions in those particular circumstances:

- (1) transacting any business in the District of Columbia;
- (2) contracting to supply services in the District of Columbia;
- (3) causing tortious injury in the District of Columbia by an act or omission in the District of Columbia;
- (4) causing tortious injury in the District of Columbia by an act or omission outside the District of Columbia if he regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed, or services rendered, in the District of Columbia;
- (5) having an interest in, using, or possessing real property in the District of Columbia;

(6) contracting to insure or act as surety for or on any person, property, or risk, contract, obligation, or agreement located, executed, or to be performed within the District of Columbia at the time of contracting, unless the parties otherwise provide in writing; or

(7) marital or parent and child relationship in the District of Columbia. . . .

D.C. Code § 13-423(a). The statute clarifies that “[w]hen[, as here,] jurisdiction over a person is based solely upon this section, only a claim for relief arising from acts enumerated in this section may be asserted against him.” *Id.* § 13-423(b). None of these provisions applies here.

First, the Complaint does not allege any facts suggesting that the Complaint arises out of Facebook’s “transacting any business” in D.C. D.C. Code § 13-423(a)(1); *see GTE*, 199 F.3d at 1350 (noting that D.C. plaintiff accessing defendant’s website was not enough to show defendant was “transacting business” in D.C.). Indeed, the Complaint does not allege that Facebook “engaged in some type of commercial or business-related activity *directed at* District residents,” as required for section (a)(1). *IMAPizza*, 334 F. Supp. 3d at 111 (emphasis in original omitted; emphasis added) (“Nor do professional activities that physically take place in the District necessarily constitute ‘business transactions’ within the meaning of the statute.”). Nor does the Complaint arise out of any “business” with Facebook users; rather, as the District concedes, the Facebook website and mobile application are offered for free to all users worldwide. Compl. ¶ 17.

Second, the Complaint fails to allege that Facebook “contract[ed] to supply services in the District of Columbia.” D.C. Code § 13-423(a)(2). Importantly, “[t]he mere existence of a contract between a non-resident and a resident is not [] sufficient.” *COMSAT Corp. v. Finshipyards S.A.M.*, 900 F. Supp. 515, 524 (D.D.C. 1995); *see also Kaupthing ehf. v. Bricklayers & Trowel Trades Int’l Pension Fund Liquidation Portfolio*, 291 F. Supp. 3d 21, 32 (D.D.C. 2017) (“Selling goods to or entering a contract with a state’s resident cannot alone create the minimum contacts needed to establish specific personal jurisdiction.”). Rather, the question is whether any contract to supply services “obligates [the defendant] to provide services *in the District of Columbia*.” *COMSAT Corp.*, 900 F. Supp. at 524 (emphasis added). None does. Facebook offers its services everywhere but has never contractually undertaken any obligation to specifically supply them to users in the

District. Indeed, as courts in the District have recognized, Facebook’s user agreements provide “a particularly weak justification for invoking the D.C. long-arm statute [under Section (a)(2)],” because “[b]y [their] terms, [California] law governs, and any litigation shall be brought in the federal or state courts in [California].” *Hardy v. N. Leasing Sys., Inc.*, 953 F. Supp. 2d 150, 158 (D.D.C. 2013).

Third, the Complaint fails to allege that Facebook made any “act or omission *in*” D.C.—as opposed to an act or omission that allegedly *reached* D.C. D.C. Code § 13-423(a)(3) (emphasis added). “Section 423(a)(3) is a ‘precise and intentionally restricted tort section,’ which confers jurisdiction ‘only over a defendant who commits an act in the District which causes an injury in the District, without regard to any other contacts.’” *Freiman v. Lazur*, 925 F. Supp. 14, 22 (D.D.C. 1996) (quoting *Moncrief v. Lexington Herald-Leader Co.*, 807 F.2d 217, 221 (D.C. Cir. 1986)). As a result of its geographical restriction, Section 423(a)(3) is inapplicable when the defendant’s alleged conduct occurs beyond the District’s borders. Here, the District does not allege any act by Facebook that occurred *in* the District or any omission that Facebook made while in the District—it alleges only acts or omissions made by Facebook in California. That those purported acts or omissions allegedly were received by users in D.C. through online channels is tantamount to “[s]ending a letter into this jurisdiction,” which “is not an act sufficient to warrant the exercise of long-arm jurisdiction under 423(a)(3).” *Hayhurst v. Calabrese*, 782 F. Supp. 643, 644 (D.D.C. 1992) .

Fourth, the Complaint fails to allege any “persistent course of conduct” or “substantial revenue” that could qualify to establish long-arm jurisdiction. D.C. Code § 13-423(a)(4). An interactive website that reaches *all* States equally cannot constitute evidence of a persistent course of conduct *in* the District of Columbia. *See* Pt. A.2; *see also* *Shaheen v. Smith*, 994 F. Supp. 2d 77, 84-85 (D.D.C. 2013); *Burman v. Phoenix Worldwide Indus., Inc.*, 437 F. Supp. 2d 142, 153-54 (D.D.C. 2006); *Hayhurst*, 782 F. Supp. at 644. Nor can the Complaint possibly allege that the District’s user-based complaints arise out of Facebook’s “substantial revenue” in D.C. for two reasons: (1) District users constitute a mere 0.01 percent of Facebook users worldwide, Compl.

¶¶ 1, 10; and (2) the District’s claim focuses on a product that Facebook gives users *for free*, *id.* ¶ 17. The Complaint thus provides no allegation to suggest that Facebook derives substantial revenue from the District. *See Founding Church of Scientology of Washington, D.C. v. Verlag*, 536 F.2d 429, 433 (D.C. Cir. 1976) (noting that “substantial revenue” test “looks both at the absolute amount and at the percentage of total sales”).

Finally, the Complaint does not assert that its claim arises out of a property interest in the District, D.C. Code § 13-423(a)(5), a suretyship or other guarantee in the District, *id.* § 13-423(a)(6), or a Facebook family relationship, *id.* § 13-523(a)(7).

Because none of the seven statutory hooks in Section 13-423(a) applies, the case must be dismissed for lack of specific personal jurisdiction over Facebook. In addition, even if one of them did apply, none of the District’s claims against Facebook “arises” from any conduct or circumstances specific to D.C., or that took place in D.C. To the contrary, the user agreements reflect policies the Company adopted in California and are expressly governed by California law, and the Complaint does not allege that anything relating to the user agreements reflects conduct undertaken by Facebook in the District. *See Estate of Manook v. Research Triangle Inst., Int’l & Unity Res. Grp., L.L.C.*, 693 F. Supp. 2d 4, 13 (D.D.C. 2010); *Savage v. Biopoint, Inc.*, 460 F. Supp. 2d 55, 61 (D.D.C. 2006). Accordingly, the Court cannot exercise specific personal jurisdiction over Facebook in D.C., D.C. Code § 13-423(a), and the Complaint must be dismissed with prejudice.

B. The Complaint Fails To State A Claim Under The CPPA.

The District’s CPPA claim also fails on the merits. The District brings claims under subsections (e), (f), and (f-1), which prohibit misrepresentations, omissions, or “innuendo or ambiguity” as to material facts that have a tendency to mislead. D.C. Code § 28-3904(e), (f), (f-1). These claims are governed by the “reasonable consumer” standard. *Pearson v. Chung*, 961 A.2d 1067, 1075 (D.C. 2008). But the allegations in the Complaint, including the Facebook policies described at length therein, make clear that no reasonable consumer would be misled by Facebook’s disclosures. *See Cannon v. Wells Fargo Bank, N.A.*, 926 F. Supp. 2d 152, 174 (D.D.C. 2013) (dismissing

CPPA claim “in the absence of any allegations as to how [Plaintiff] . . . would have responded absent the purportedly misleading omission”). To the contrary, Facebook’s policies accurately describe and disclose the precise conduct that is the subject of the District’s CPPA claim.

1. Facebook Disclosed Every Practice At Issue In The District’s Complaint.

A reasonable consumer “generally would not deem an accurate statement to be misleading.” *Saucier v. Countrywide Home Loans*, 64 A.3d 428, 442 (D.C. 2013). Thus, a disclosure or omission is not misleading when the defendant affirmatively tells the plaintiff the practices that are the subject of the complaint. *See Witte v. Iovate Health Scis. Int’l*, 2016 WL 11527770, at *3-4 (D.C. Super. Ct. Sept. 20, 2016) (dismissing claim under Section 28-6903(f) for alleged misleading product labeling when label contained “prominent and accurate” disclaimer of the information plaintiff argued was misleading); *Whiting v. AARP*, 701 F. Supp. 2d 21, 29-30 (D.D.C. 2010) (dismissing CPPA claim alleging that defendants misrepresented their medical plan as “major” when the “documents accurately portrayed” that the plan “was an alternative plan to a major medical plan,” and thus not misleading). Here, the District’s Complaint acknowledges that a user’s experience on Facebook is governed by Facebook’s Statement of Rights and Responsibilities (“SRR”) and its Data Use Policy (previously referred to as the “Privacy Policy”), and that “consumers must agree to [these policies] in order to create a Facebook account.” Compl. ¶ 44. Those policies plainly disclosed to consumers each of the actions that the District characterizes as wrongful. *See Chambers v. NASA Fed. Credit Union*, 222 F. Supp. 3d 1, 14-15 (D.D.C. 2016) (dismissing CPPA claim because “the relevant agreements unambiguously disclose” the facts at issue); *see also Smith v. Facebook, Inc.*, 745 F. App’x 8 (9th Cir. 2018) (affirming dismissal because Facebook disclosed its data practices to users in the Data Use Policy).

Third-party apps accessing friends’ data: Contrary to the District’s assertion, Facebook did in fact disclose that users’ data can be accessed “by third-party applications downloaded by their Facebook friends.” Compl. ¶ 4.⁵ The version of Facebook’s Data Use Policy in effect in

⁵ The District’s Complaint purports to characterize Facebook’s contractual promises to its us-

2013 and 2014, for example, told users that apps they accessed would receive their User ID, any information they shared publicly, and their friends' User IDs, also called a "friend list." Ex. 8 at 9-10. Facebook further explained that apps could access additional information about a user's friends:

Just like when you share information by email or elsewhere on the web, **information you share on Facebook can be re-shared. This means that if you share something on Facebook, anyone who can see it can share it with others, including the games, applications, and websites they use.**

....

If you have made [particular] information public, then the application can access [that information] just like anyone else.

Ex. 8 at 10 (emphasis added). Facebook's policies even provided examples of such sharing by a user's friends:

For example, one of your friends might want to use a music application that allows them to see what their friends are listening to. To get the full benefit of that application, your friend would want to give the application her friend list – which includes your User ID – so the application knows which of her friends is also using it. Your friend might also want to share the music you "like" on Facebook.

Id. And Facebook informed users how to prevent such sharing of their data by their friends: "If you want to completely block applications from getting your information when your friends and others use them, you will need to turn off all Platform applications." *Id.*

Thus, there could be no confusion that a user's friend could re-share the user's information with an app the friend used, so long as the original user had not restricted such sharing.

Control over applications' access to data: The District complains that Facebook should have allowed consumers to control apps' access to user data via their "privacy settings." Compl.

ers, and then premises its claims on those characterizations. But it is the terms of the agreements—not the District's characterizations—that control the relationship between Facebook and its users. See *Ozerol v. Howard Univ.*, 545 A.2d 638, 641 (D.C. 1988) ("[W]hen parties to a contract have executed a completely integrated written agreement, it supersedes all other understandings between the parties."); *Rocha v. Brown & Gould, LLP*, 101 F. Supp. 3d 52, 81-82 (D.D.C. 2015) (same).

¶ 49. But the SRR and Data Use Policy explained that users could do just that using the “Application Settings” feature. The SRR informed users that the application settings and the privacy settings were distinct:

[Y]ou can control how [content and information you post on Facebook] is shared through your privacy [hyperlinked] and application [hyperlinked] settings.

Ex. 3 at 2. The Data Use Policy explained how the application settings worked and how to use those settings to prohibit sharing with any app:

The “Apps” setting lets you control the applications you use. . . . You can also remove applications you no longer want, or turn off all Platform applications. . . . If you want to completely block applications from getting your information when your friends and others use them, you will need to turn off all Platform applications.

Ex. 8 at 10.

Device manufacturers: The District alleges it was wrong for Facebook to provide user information to manufacturers of certain electronic devices that partnered with Facebook “to develop Facebook applications specific to their device.” Compl. ¶ 60. But, again, Facebook disclosed this practice. The Data Use Policy explained that Facebook would “give your information to the people and companies that help us provide, understand, and improve the services we offer. For example, we may use outside vendors to help host our website, serve photos and videos.” Ex. 8 at 16.

Failure to prevent third parties from misusing user data: The District alleges that Facebook misled consumers when it “failed to implement and maintain reasonable oversight of applications operating on the Facebook Platform.” Compl. ¶ 47. But Facebook made no such promise to users. To the contrary, the Data Use Policy warned users that “games, applications and websites are created and maintained by other businesses and developers who are not part of, or controlled by, Facebook, so you should always make sure to read their terms of service and privacy policies to understand how they treat your data.” Ex. 8 at 9. And the SRR contained an all-caps disclaimer that “FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS . . . OF THIRD PARTIES.” Ex. 3 at 7. No reasonable consumer reading this information would believe that Facebook had assumed a duty to prevent third-party misconduct. *See Whiting*, 701 F. Supp. 2d at

29-30 (disclaimer alerted consumers that product advertised was not a major medical plan, and thus did not mislead consumers into believing the contrary).

2. Under D.C. Law, Facebook Had No Legal Duty To Notify Consumers About Kogan And Cambridge Analytica's Conduct In 2015.

The Complaint also alleges that Facebook violated the CPPA by “fail[ing] to disclose” in 2015 Kogan’s improper sale of user data to Cambridge Analytica. Compl. ¶ 74. But this claim fails as a matter of law for at least two reasons.

First, this theory improperly attempts to import into Section 28-3904 a data-breach notification requirement that is governed by a separate, more specific statute—namely, D.C. Code § 28-3852. “[A]bsent contrary legislative intent a general statutory provision will not take precedence over a controlling specific statutory provision.” *Barry v. Little*, 669 A.2d 115, 121 n.13 (D.C. 1995); see *Office of People’s Counsel v. Pub. Serv. Comm’n*, 477 A.2d 1079, 1084 (D.C. 1984) (“However inclusive the general language of a statutory provision, it will not apply to matters specifically dealt with in another part of the enactment.”).

Here, D.C. Code § 28-3852 is a more specific statute (compared to the general CPPA) that expressly requires notifications in the event of data being misappropriated, and sets forth the parameters for when such notification is required. In particular, it provides that entities “who discover[] a breach” of a security system that includes “personal information” must “promptly notify any District of Columbia resident whose” information was included. D.C. Code § 28-3852. Importantly, it is apparently undisputed that the Cambridge Analytica events did *not* trigger the statute’s notification provisions, both because there was no “breach” of Facebook’s security system (the data was collected by Dr. Kogan in accordance with users’ privacy settings, and he then sold it in violation of Facebook’s policies) and because the data at issue did not meet the statutory definition of “personal information,” which includes only social security numbers, driver’s license numbers, and credit card numbers. D.C. Code § 28-3851(3)(A). Cambridge Analytica obtained no such information, as reflected by the absence of any such allegation in the Complaint.

Even though Section 28-3852 governs Facebook’s obligation to notify D.C. residents when their personal information is compromised, the District has *not* alleged that Facebook violated Section 28-3852. Thus, its effort to shoehorn this claim under the umbrella of Section 28-3904(e) must be rejected. *See Graham v. Bernstein*, 527 A.2d 736, 739 (D.C. 1987) (enforcing the “well-settled rule” that a specific statute “covering a particular subject matter is controlling over a general statutory provision covering the same and other subjects in general terms” and holding that a section of the D.C. Code “which specifically deals with service of a notice to quit” is “the proper statute to apply here,” rather than a “more general provision affecting the service of ‘any information or document’”).

Second, the allegations in the Complaint demonstrate that Facebook’s alleged omission in 2015 was not material; Facebook users were put on notice of the Cambridge Analytica incident by the 2015 *Guardian* article and other contemporaneous news reports. That article reported all of the conduct alleged in the District’s Complaint: that Cambridge Analytica obtained data from “Facebook users, harvested largely without their permission,” and that “names, locations, birthdays, genders . . . [and] ‘likes’” had been collected both from their profile and their friends’ profiles. Davies, *Ted Cruz using firm*, *supra* n.2; *see also, e.g., K. Leswing, Ted Cruz’s Secret Weapon: Your Facebook Likes*, *Fortune* (Dec. 11, 2015) (similar). Where “a reasonably well-informed consumer in the District of Columbia would have learned about the” omitted fact from sources other than the defendant—such as “the print and broadcast media”—“there cannot be, as a matter of law, a material omission.” *Dahlgren v Audiovox Commc’ns Corp.*, 2010 WL 2710128 (D.C. Super. Ct. July 08, 2010) (granting motion to dismiss CPPA claim); *see also Aliche v. MCI Commc’ns. Corp.*, 111 F.3d 909, 912 (D.C. Cir. 1997) (affirming grant of motion to dismiss CPPA claim where defendant’s “billing practices could not mislead a reasonable consumer”).

C. Alternatively, This Court Should Stay These Proceedings.

1. This Court Should Stay This Case Pending Resolution Of The MDL.

If this Court does not grant the motion to dismiss, the Court should nevertheless stay this action pending resolution of the federal MDL. When a “related action[] [is] pending” in federal

court, D.C. courts have held it is “prudent and efficient” to stay the case, “especially” when “the federal court was the first to acquire jurisdiction.” *Thomas v. Disabled Am. Veterans Ass’n*, 930 A.2d 997, 1000-01 (D.C. 2007); *see Gilles v. Ware*, 615 A.2d 533, 536 (D.C. 1992) (noting a stay earlier in the case pending the outcome of a federal lawsuit); *Doe v. Hills*, 217 F. Supp. 3d 199, 207 (D.D.C. 2016) (applying first-in-time rule and staying case “pending developments in the MDL case” that raised same issues).

Here, more than 30 consumer class actions against Facebook were consolidated (long before this case was even filed) because they “share[d] factual issues arising out of allegations that Cambridge Analytica and other defendants exploited Facebook’s platform to obtain user data, and that Facebook should have imposed more robust controls” to “prevent this conduct.” Transfer Order 1, *In re: Facebook, Inc. Consumer Privacy User Profile Litig.* (June 6, 2018), Dkt. 1, at 1. The consolidated MDL complaint makes the same factual allegations, complains of the same alleged conduct, and asserts the same type of state-law consumer-protection claims as the District does here. *Id.*, Dkt. 152-2, at Pts. IV(B)-(E) (alleging Facebook enabled third parties to gather user data, made privacy settings confusing, failed to disclose Cambridge Analytica’s misuse of consumer data, and failed to take reasonable measures to protect consumer data); *id.* ¶¶ 619-767 (alleging violations of Alabama, Colorado, Illinois, Iowa, Kansas, Michigan, New York, Washington, and West Virginia consumer protection statutes). Staying the action would therefore conserve judicial resources and prevent inconsistent rulings. *See Hendel v. World Plan Exec. Council*, 1996 WL 34420369, at *1 (D.C. Super. Ct. Jan. 2, 1996) (granting stay of action including CPPA claims that “involv[ed] the same alleged conduct of the defendant[]”).

2. This Court Should Stay This Case Pending Resolution Of The FTC’s Ongoing Investigation.

The Court also should stay this case pending resolution of the FTC’s investigation. The District’s allegations cut to the heart of the internet and how companies handle consumer data online. Resolving these issues requires considerable expertise regarding consumer expectations in the age of social media and sensitive policy judgments that lie in the expert domain of the FTC.

Even the CPPA—the very statute under which D.C.’s claims arise—expressly recognizes the FTC’s expertise here: the statute provides that “due consideration and weight shall be given to the interpretation of the Federal Trade Commission.” D.C. Code § 28-3901(d). In similar circumstances, courts have stayed litigation to allow the FTC to complete its work.

The FTC has significant expertise on the issue of data-privacy practices as a general matter, and (because of the 2012 Consent Order) Facebook’s practices in particular. According to the FTC’s Chairman, “data security and privacy” “top the FTC’s list of consumer protection priorities.” Prepared Remarks of Chairman Joseph Simons, Hearing on “Oversight of the Federal Trade Commission,” 2018 WL 6267168 (Nov. 27, 2018); *see also* FTC, About the FTC: Division of Privacy and Identity Protection, <https://bit.ly/2HlpPcV>. The District’s claims relate to technical and complex issues of data privacy and companies’ responsibilities not to mislead or deceive consumers about how their data is shared—areas that are within the FTC’s wheelhouse. *See POM Wonderful, LLC v. FTC*, 777 F.3d 478, 493 (D.C. Cir. 2015) (“[W]e are mindful of the [FTC’s] special expertise in . . . assur[ing] that advertising is not deceptive.”).

The justification for a stay is particularly strong here because of the near-total overlap between the FTC’s investigation under the 2012 Consent Order and the District’s action. *Canale*, 258 F. Supp. 3d at 324 (staying litigation where the “FTC is currently investigating the same issue of which Plaintiff complains”). Just like the District’s allegations, the FTC’s Consent Order covers Facebook’s disclosures regarding how “a consumer can control the privacy of” Facebook data, “the extent to which [Facebook] makes or has made [information] accessible to third parties,” and “the steps [Facebook] takes or has taken to verify the privacy or security protections that any third party provides.” Consent Order Part I(B)-(D). Any injunctive relief ordered in this case “would preempt the [FTC] from implementing what amount to policy decisions . . . and technical questions on” Facebook’s consumer data policies. *Allnet Commc’n Serv, Inc. v. Nat’l Exchange Carrier Ass’n*, 965 F.2d 1118, 1121 (D.C. Cir. 1992).

Where, as here, the FTC is investigating the same issues at stake in litigation, the risk of inconsistent rulings favors a stay of the litigation. *Canale v. Colgate-Palmolive Co.*, 258 F. Supp.

3d 312, 325 (S.D.N.Y. 2017) (deferring to FTC where “ongoing investigation” into issues identical in litigation “risk[ed] . . . inconsistent rulings”); *see also United States v. W. Pac. R.R. Co.*, 352 U.S. 59, 64 (1956); *Allnet Commc’n Serv.*, 965 F.2d at 1120 (“The primary jurisdiction doctrine rests . . . on a concern for uniform outcomes (which may be defeated if disparate courts resolve regulatory issues inconsistently).”); *Aaronson v. Vital Pharm., Inc.*, 2010 WL 625337, at *3 (S.D. Cal. Feb. 17, 2010) (“The primary jurisdiction doctrine is often invoked where a state-law decision could interfere with a federal regulatory scheme.”).

The FTC was the first to address Facebook’s privacy policies when it executed a Consent Order with Facebook in 2012. And its investigation into the Cambridge Analytica events long predates this action. The Court should stay this action to allow the FTC to resolve its investigation.

V. CONCLUSION

For the foregoing reasons, the Complaint should be dismissed with prejudice. In the alternative, the Court should stay this litigation pending resolution of *In re: Facebook, Inc. Consumer Privacy User Profile Litig.*, No. 18-MD-2843-VC (N.D. Cal.), as well as the FTC’s ongoing investigation of Facebook’s privacy policies and practices.

DATE: February 1, 2019

Respectfully submitted,

GIBSON, DUNN & CRUTCHER, LLP

By: /s/ Joshua S. Lipshutz
Joshua S. Lipshutz
jlipshutz@gibsondunn.com
Chantale Fiebig
cfiebig@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
1050 Connecticut Avenue, N.W.
Washington, DC 20036-5306
Telephone: 202.955.8500
Facsimile: 202.467.0539

Attorneys for Defendant Facebook, Inc.

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA,

Plaintiff,

v.

FACEBOOK, INC.,

Defendant.

CIVIL ACTION NO.: 2018 CA 008715 B

Judge Fern Flanagan Saddler

Next Court Date: March 22, 2019

Event: Initial Conference

**[Defendant's Proposed] Order Granting
Motion to Dismiss or, in the Alternative, Stay Proceedings**

This Court, having considered Defendant Facebook, Inc.'s Motion to Dismiss or, in the Alternative, Stay Proceedings, this __ day of _____, 2019, hereby

_____ ORDERS that Defendant's Motion to Dismiss is GRANTED and the Complaint is DISMISSED with prejudice.

_____ ORDERS that Defendant's Motion to Stay Proceedings pending resolution of *In re: Facebook, Inc. Consumer Privacy User Profile Litig.*, No. 18-MD-2843-VC (N.D. Cal.) is GRANTED.

_____ ORDERS that Defendant's Motion to Stay Proceedings pending resolution of the FTC's ongoing investigation of Facebook's privacy policies and practices is GRANTED.

Judge Fern Flanagan Saddler

Copies to: all counsel of record

Rule 12-I(f) statement: There are no existing dates from a scheduling order at this time.

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA,

Plaintiff,

v.

FACEBOOK, INC.,

Defendant.

CIVIL ACTION NO.: 2018 CA 008715 B

Judge Fern Flanagan Saddler

Next Court Date: March 22, 2019

Event: Initial Conference

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of February, 2019, I caused a copy of the foregoing Motion and Proposed Order to be served upon all counsel of record via CaseFileXpress, and contemporaneously mailed a paper courtesy copy to chambers.

Dated: February 1, 2019

Respectfully submitted,

/s/ Joshua S. Lipshutz

Joshua S. Lipshutz [1033391]

Chantale Fiebig [487671]

Gibson, Dunn & Crutcher LLP

1050 Connecticut Avenue, NW

Washington, D.C. 20036

Tel: (202) 955-8217

jlipshutz@gibsondunn.com

cfiebig@gibsondunn.com

Attorneys for Defendant

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA,

Plaintiff,

v.

FACEBOOK, INC.,

Defendant.

CIVIL ACTION NO.: 2018 CA 008715 B

Judge Fern Flanagan Saddler

Next Court Date: March 22, 2019

Event: Initial Conference

CERTIFICATE OF EFFORTS TO OBTAIN CONSENT

Pursuant to Superior Court Rule of Civil Procedure 12-I, I hereby certify that Facebook ascertained whether Plaintiff would consent to the relief sought before filing this motion. Counsel for Facebook and the District discussed the motion and possible resolution on January 28, 2019. Despite diligent efforts, consent could not be obtained.

Dated: February 1, 2019

Respectfully submitted,

/s/ Joshua S. Lipshutz
Joshua S. Lipshutz [1033391]
Chantale Fiebig [487671]
Gibson, Dunn & Crutcher LLP
1050 Connecticut Avenue, NW
Washington, D.C. 20036
Tel: (202) 955-8217
jlipshutz@gibsondunn.com
cfiebig@gibsondunn.com

Attorneys for Defendant

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA,

Plaintiff,

v.

FACEBOOK, INC.,

Defendant.

CIVIL ACTION NO.: 2018 CA 008715 B

Judge Fern Flanagan Saddler

Next Court Date: March 22, 2019

Event: Initial Conference

DISCLOSURE STATEMENT

Pursuant to Superior Court Rule of Civil Procedure 7.1, Defendant Facebook, Inc. hereby states that there is no parent corporation or any publicly held corporation owning 10% or more of its stock.

Dated: February 1, 2019

Respectfully submitted,

/s/ Joshua S. Lipshutz

Joshua S. Lipshutz [1033391]

Chantale Fiebig [487671]

Gibson, Dunn & Crutcher LLP

1050 Connecticut Avenue, NW

Washington, D.C. 20036

Tel: (202) 955-8217

jlipshutz@gibsondunn.com

cfiebig@gibsondunn.com

Attorneys for Defendant

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA,

Plaintiff,

v.

FACEBOOK, INC.,

Defendant.

CIVIL ACTION NO.: 2018 CA 008715 B
Judge Fern Flanagan Saddler
Next Court Date: March 22, 2019
Event: Initial Conference

DECLARATION OF MICHAEL DUFFEY

I, Michael Duffey, declare as follows under penalty of perjury:

1. I am an employee of Defendant Facebook, Inc., and am an eDiscovery and Litigation Project Lead in the Legal Department. I offer this declaration in support of Facebook's Motion to Dismiss the District of Columbia's Complaint. I have personal knowledge of the facts set forth in this declaration (unless otherwise noted), and, if called to testify, I could and would competently testify to them.

2. As part of my job responsibilities, I am aware of the manner in which Facebook stores archived versions of user policies that were, at one time, posted onto Facebook's public website. Among the policies that Facebook keeps in archived form are copies of its Terms of Use/Statements of Rights and Responsibilities ("SRR") and its Privacy Policy/Data Use Policy.

3. Facebook's policy archive reflects major revisions of the relevant policies. Those revisions reflect the date that each particular major revision took effect. Between major policy versions, Facebook makes minor revisions to those policies from time to time. Facebook preserves these interim versions of policies as well.

4. In connection with this declaration, I downloaded copies of the documents attached to this declaration from Facebook's internal archive system.

5. Attached hereto as **Exhibit 1** is a true and correct copy of Facebook's SRR dated June 8, 2012.

6. Attached hereto as **Exhibit 2** is a true and correct copy of Facebook's SRR dated December 11, 2012.

7. Attached hereto as **Exhibit 3** is a true and correct copy of Facebook's SRR dated November 15, 2013.

8. Attached hereto as **Exhibit 4** is a true and correct copy of Facebook's SRR dated January 30, 2015.

9. Attached hereto as **Exhibit 5** is a true and correct copy of Facebook's Terms of Service dated April 19, 2018.

10. Attached hereto as **Exhibit 6** is a true and correct copy of Facebook's Data Use Policy dated June 8, 2012.

11. Attached hereto as **Exhibit 7** is a true and correct copy of Facebook's Data Use Policy dated December 11, 2012.

12. Attached hereto as **Exhibit 8** is a true and correct copy of Facebook's Data Use Policy dated November 15, 2013.

13. Attached hereto as **Exhibit 9** is a true and correct copy Facebook's Data Policy dated January 30, 2015.

14. Attached hereto as **Exhibit 10** is a true and correct copy of Facebook's Data Policy dated September 29, 2016.

15. Attached hereto as **Exhibit 11** is a true and correct copy of Facebook's Data Policy dated April 19, 2018.

I declare under penalty of perjury that the foregoing is true and correct. Executed at New York, New York, on this 31st of January, 2019.


By: 
Michael Duffey

EXHIBIT 1

This agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls. Please note that Section 16 contains certain changes to the general terms for users outside the United States.

Date of Last Revision: June 8, 2012.

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the [Facebook Principles](#), and is our terms of service that governs our relationship with users and others who interact with Facebook. By using or accessing Facebook, you agree to this Statement, as updated from time to time in accordance with Section 14 below. Additionally, you will find resources at the end of this document that help you understand how Facebook works.

1. Privacy

Your privacy is very important to us. We designed our [Data Use Policy](#) to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the Data Use Policy, and to use it to help you make informed decisions.

2. Sharing Your Content and Information

You own all of the content and information you post on Facebook, and you can control how it is shared through your [privacy](#) and [application settings](#). In addition:

1. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your [privacy](#) and [application settings](#): you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, including how you can control what information other people may share with applications, read our [Data Use Policy](#) and [Platform Page](#).)
4. When you publish content or information using the Public setting, it means that you are allowing everyone, including people off of Facebook, to access and use that information,

and to associate it with you (i.e., your name and profile picture).

5. We always appreciate your feedback or other suggestions about Facebook, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

3. Safety

We do our best to keep Facebook safe, but we cannot guarantee it. We need your help to keep Facebook safe, which includes the following commitments by you:

1. You will not post unauthorized commercial communications (such as spam) on Facebook.
2. You will not collect users' content or information, or otherwise access Facebook, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
9. You will follow our Promotions Guidelines and all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes ("promotion") on Facebook.
10. You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
11. You will not do anything that could disable, overburden, or impair the proper working or appearance of Facebook, such as a denial of service attack or interference with page rendering or other Facebook functionality.
12. You will not facilitate or encourage any violations of this Statement or our policies.

4. Registration and Account Security

Facebook users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.
4. You will not use your personal timeline for your own commercial gain (such as selling your status update to an advertiser).

5. You will not use Facebook if you are under 13.
6. You will not use Facebook if you are a convicted sex offender.
7. You will keep your contact information accurate and up-to-date.
8. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
9. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
10. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

5. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on Facebook that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Facebook if we believe that it violates this Statement or our policies.
3. We provide you with tools to help you protect your intellectual property rights. To learn more, visit our [How to Report Claims of Intellectual Property Infringement](#) page.
4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
6. You will not use our copyrights or trademarks (including Facebook, the Facebook and F Logos, FB, Face, Poke, Book and Wall), or any confusingly similar marks, except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.
7. If you collect information from users, you will: obtain their consent, make it clear you (and not Facebook) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on Facebook.
9. You will not tag users or send email invitations to non-users without their consent. Facebook offers social reporting tools to enable users to provide feedback about tagging.

6. Mobile and Other Devices

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.
2. In the event you change or deactivate your mobile telephone number, you will update your account information on Facebook within 48 hours to ensure that your messages are

- not sent to the person who acquires your old number.
3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on Facebook.

7. Payments

If you make a payment on Facebook or use Facebook Credits, you agree to our [Payments Terms](#).

8. Special Provisions Applicable to Social Plugins

If you include our Social Plugins, such as the Share or Like buttons on your website, the following additional terms apply to you:

1. We give you permission to use Facebook's Social Plugins so that users can post links or content from your website on Facebook.
2. You give us permission to use and allow others to use such links and content on Facebook.
3. You will not place a Social Plugin on any page containing content that would violate this Statement if posted on Facebook.

9. Special Provisions Applicable to Developers/Operators of Applications and Websites

If you are a developer or operator of a Platform application or website, the following additional terms apply to you:

1. You are responsible for your application and its content and all uses you make of Platform. This includes ensuring your application or use of Platform meets our [Facebook Platform Policies](#) and our [Advertising Guidelines](#).
2. Your access to and use of data you receive from Facebook, will be limited as follows:
 1. You will only request data you need to operate your application.
 2. You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the [Developer Application](#).
 3. You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
 4. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide a mechanism for users to make such a request.
 5. You will not include data you receive from us concerning a user in any advertising creative.
 6. You will not directly or indirectly transfer any data you receive from us to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.
 7. You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.
 8. We can require you to delete user data if you use it in a

way that we determine is inconsistent with users' expectations.

9. We can limit your access to data.
10. You will comply with all other restrictions contained in our Facebook Platform Policies.
3. You will not give us information that you independently collect from a user or a user's content without that user's consent.
4. You will make it easy for users to remove or disconnect from your application.
5. You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.
6. You will provide customer support for your application.
7. You will not show third party ads or web search boxes on www.facebook.com.
8. We give you all rights necessary to use the code, APIs, data, and tools you receive from us.
9. You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.
10. You will not misrepresent your relationship with Facebook to others.
11. You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our Facebook Platform Policies.
12. We can issue a press release describing our relationship with you.
13. You will comply with all applicable laws. In particular you will (if applicable):
 1. have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.
 2. comply with the Video Privacy Protection Act (VPPA), and obtain any opt-in consent necessary from users so that user data subject to the VPPA may be shared on Facebook. You represent that any disclosure to us will not be incidental to the ordinary course of your business.
14. We do not guarantee that Platform will always be free.
15. You give us all rights necessary to enable your application to work with Facebook, including the right to incorporate content and information you provide to us into streams, timelines, and user action stories.
16. You give us the right to link to or frame your application, and place content, including ads, around your application.
17. We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
18. To ensure your application is safe for users, we can audit it.
19. We can create applications that offer similar features and services to, or otherwise compete with, your application.

10. About Advertisements and Other Commercial Content Served or Enhanced by Facebook

Our goal is to deliver ads and commercial content that are valuable to our users and advertisers. In order to help us do that, you agree to the following:

1. You can use your privacy settings to limit how your name and

profile picture may be associated with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. You give us permission to use your name and profile picture in connection with that content, subject to the limits you place.

2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

11. Special Provisions Applicable to Advertisers

You can target your desired audience by buying ads on Facebook or our publisher network. The following additional terms apply to you if you place an order through our online advertising portal (Order):

1. When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available. When serving your ad, we do our best to deliver the ads to the audience you specify, although we cannot guarantee in every instance that your ad will reach its intended target.
2. In instances where we believe doing so will enhance the effectiveness of your advertising campaign, we may broaden the targeting criteria you specify.
3. You will pay for your Orders in accordance with our Payments Terms. The amount you owe will be calculated based on our tracking mechanisms.
4. Your ads will comply with our Advertising Guidelines.
5. We will determine the size, placement, and positioning of your ads.
6. We do not guarantee the activity that your ads will receive, such as the number of clicks your ads will get.
7. We cannot control how clicks are generated on your ads. We have systems that attempt to detect and filter certain click activity, but we are not responsible for click fraud, technological issues, or other potentially invalid click activity that may affect the cost of running ads.
8. You can cancel your Order at any time through our online portal, but it may take up to 24 hours before the ad stops running. You are responsible for paying for all ads that run.
9. Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ad, your ad may remain until the users delete it.
10. We can use your ads and related content and information for marketing or promotional purposes.
11. You will not issue any press release or make public statements about your relationship with Facebook without our prior written permission.
12. We may reject or remove any ad for any reason.
13. If you are placing ads on someone else's behalf, you must have permission to place those ads, including the following:
 1. You warrant that you have the legal authority to bind the advertiser to this Statement.
 2. You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.

12. Special Provisions Applicable to Pages

If you create or administer a Page on Facebook, you agree to our Pages Terms.

13. Special Provisions Applicable to Software

1. If you download our software, such as a stand-alone software product or a browser plugin, you agree that from time to time, the software may download upgrades, updates and additional features from us in order to improve, enhance and further develop the software.
2. You will not modify, create derivative works of, decompile or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license or we give you express written permission.

14. Amendments

1. We can change this Statement if we provide you notice (by posting the change on the Facebook Site Governance Page) and an opportunity to comment. To get notice of any future changes to this Statement, visit our Facebook Site Governance Page and "like" the Page.
2. For changes to sections 7, 8, 9, and 11 (sections relating to payments, application developers, website operators, and advertisers), we will give you a minimum of three days notice. For all other changes we will give you a minimum of seven days notice. Comments to proposed changes will be made on the Facebook Site Governance Page.
3. If more than 7,000 users post a substantive comment on a particular proposed change, we will also give you the opportunity to participate in a vote in which you will be provided alternatives. The vote shall be binding on us if more than 30% of all active registered users as of the date of the notice vote.
4. If we make changes to policies referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.
5. We can make changes for legal or administrative reasons, or to correct an inaccurate statement, upon notice without opportunity to comment.
6. Your continued use of Facebook following changes to our terms constitutes your acceptance of our amended terms.

15. Termination

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Facebook to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 8.2, 9.1-9.3, 9.9, 9.10, 9.13, 9.15, 9.18, 10.3, 11.2, 11.5, 11.6, 11.9, 11.12, 11.13, and 15-19.

16. Disputes

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Facebook exclusively in a state or federal court located in Santa Clara County. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
2. If anyone brings a claim against us related to your actions, content or information on Facebook, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Facebook and are not responsible for the content or information users transmit or share on Facebook. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Facebook. We are not responsible for the conduct, whether online or offline, or any user of Facebook.
3. WE TRY TO KEEP FACEBOOK UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FACEBOOK AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FACEBOOK WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT FACEBOOK WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR FACEBOOK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR FACEBOOK WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST

TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

17. Special Provisions Applicable to Users Outside the United States

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with Facebook outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Facebook (such as advertising or payments) or operate a Platform application or website.
3. Certain specific terms that apply only for German users are available [here](#).

18. Definitions

1. By "Facebook" we mean the features and services we make available, including through (a) our website at www.facebook.com and any other Facebook branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the Like button, the Share button and other similar offerings and (d) other media, software (such as a toolbar), devices, or networks now existing or later developed.
2. By "Platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from Facebook or provide data to us.
3. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with Facebook.
4. By "content" we mean anything you or other users post on Facebook that would not be included in the definition of information.
5. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from Facebook or provide to Facebook through Platform.
6. By "post" we mean post on Facebook or otherwise make available by using Facebook.
7. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. By "active registered user" we mean a user who has logged into Facebook at least once in the previous 30 days.
9. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform

but have not deleted all data from us, the term application will apply until you delete the data.

19. Other

1. If you are a resident of or have your principal place of business in the US or Canada, this Statement is an agreement between you and Facebook, Inc. Otherwise, this Statement is an agreement between you and Facebook Ireland Limited. References to “us,” “we,” and “our” mean either Facebook, Inc. or Facebook Ireland Limited, as appropriate.
2. This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.
3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
4. If we fail to enforce any of this Statement, it will not be considered a waiver.
5. Any amendment to or waiver of this Statement must be made in writing and signed by us.
6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
8. Nothing in this Statement shall prevent us from complying with the law.
9. This Statement does not confer any third party beneficiary rights.
10. We reserve all rights not expressly granted to you.
11. You will comply with all applicable laws when using or accessing Facebook.

You may also want to review the following documents, which provide additional information about your use of Facebook:

- Data Use Policy: The Data Use Policy contains information to help you understand how we collect and use information.
- Payment Terms: These additional terms apply to all payments made on or through Facebook.
- Platform Page: This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.
- Facebook Platform Policies: These guidelines outline the policies that apply to applications, including Connect sites.
- Advertising Guidelines: These guidelines outline the policies that apply to advertisements placed on Facebook.
- Promotions Guidelines: These guidelines outline the policies that apply if you offer contests, sweepstakes, and other types of promotions on Facebook.
- Brand Permissions Center: These guidelines outline the policies that apply to use of Facebook trademarks, logos and screenshots.
- How to Report Claims of Intellectual Property Infringement
- Pages Terms: These guidelines apply to your use of Facebook Pages.
- Community Standards: These guidelines outline our expectations regarding the content you post to Facebook and your activity on Facebook.

To access the Statement of Rights and Responsibilities in several different languages, change the language setting for your Facebook session by clicking on the language link in the left corner of most pages. If the Statement is not available in the language you select, we will default to the English version.

EXHIBIT 2

This agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls. Please note that Section 17 contains certain changes to the general terms for users outside the United States.

Date of Last Revision: December 11, 2012.

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the [Facebook Principles](#), and is our terms of service that governs our relationship with users and others who interact with Facebook. By using or accessing Facebook, you agree to this Statement, as updated from time to time in accordance with Section 14 below. Additionally, you will find resources at the end of this document that help you understand how Facebook works.

1. Privacy

Your privacy is very important to us. We designed our [Data Use Policy](#) to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the Data Use Policy, and to use it to help you make informed decisions.

2. Sharing Your Content and Information

You own all of the content and information you post on Facebook, and you can control how it is shared through your [privacy](#) and [application settings](#). In addition:

1. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your [privacy](#) and [application settings](#): you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, including how you can control what information other people may share with applications, read our [Data Use Policy](#) and [Platform Page](#).)
4. When you publish content or information using the Public setting, it means that you are allowing everyone, including people off of Facebook, to access and use that information, and to associate it with you (i.e., your name and profile picture).
5. We always appreciate your feedback or other suggestions about Facebook, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

3. Safety

We do our best to keep Facebook safe, but we cannot guarantee it. We need your help to keep Facebook safe, which includes the following commitments by you:

1. You will not post unauthorized commercial communications (such as spam) on Facebook.
2. You will not collect users' content or information, or otherwise access Facebook, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.

3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
9. You will follow our [Promotions Guidelines](#) and all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes ("promotion") on Facebook.
10. You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
11. You will not do anything that could disable, overburden, or impair the proper working or appearance of Facebook, such as a denial of service attack or interference with page rendering or other Facebook functionality.
12. You will not facilitate or encourage any violations of this Statement or our policies.

4. Registration and Account Security

Facebook users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.
4. You will not use your personal timeline primarily for your own commercial gain, and will use a Facebook Page for such purposes.
5. You will not use Facebook if you are under 13.
6. You will not use Facebook if you are a convicted sex offender.
7. You will keep your contact information accurate and up-to-date.
8. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
9. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
10. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

5. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on Facebook that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Facebook if we believe that it violates this Statement or our policies.
3. We provide you with tools to help you protect your intellectual property rights. To learn more, visit our [How to Report Claims of Intellectual Property Infringement](#) page.
4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
6. You will not use our copyrights or trademarks (including Facebook, the Facebook and F Logos, FB, Face, Poke, Book and Wall), or any confusingly similar marks, except as expressly permitted by our Brand

Usage Guidelines or with our prior written permission.

7. If you collect information from users, you will: obtain their consent, make it clear you (and not Facebook) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on Facebook.
9. You will not tag users or send email invitations to non-users without their consent. Facebook offers social reporting tools to enable users to provide feedback about tagging.

6. Mobile and Other Devices

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.
2. In the event you change or deactivate your mobile telephone number, you will update your account information on Facebook within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on Facebook.

7. Payments

If you make a payment on Facebook or use Facebook Credits, you agree to our [Payments Terms](#).

8. Special Provisions Applicable to Social Plugins

If you include our Social Plugins, such as the Share or Like buttons on your website, the following additional terms apply to you:

1. We give you permission to use Facebook's Social Plugins so that users can post links or content from your website on Facebook.
2. You give us permission to use and allow others to use such links and content on Facebook.
3. You will not place a Social Plugin on any page containing content that would violate this Statement if posted on Facebook.

9. Special Provisions Applicable to Developers/Operators of Applications and Websites

If you are a developer or operator of a Platform application or website, the following additional terms apply to you:

1. You are responsible for your application and its content and all uses you make of Platform. This includes ensuring your application or use of Platform meets our [Facebook Platform Policies](#) and our [Advertising Guidelines](#).
2. Your access to and use of data you receive from Facebook, will be limited as follows:
 1. You will only request data you need to operate your application.
 2. You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the [Developer Application](#).
 3. You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
 4. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide a mechanism for users to make such a request.
 5. You will not include data you receive from us concerning a user in any advertising creative.
 6. You will not directly or indirectly transfer any data you receive from us to (or use such data in

connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.

7. You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.
8. We can require you to delete user data if you use it in a way that we determine is inconsistent with users' expectations.
9. We can limit your access to data.
10. You will comply with all other restrictions contained in our [Facebook Platform Policies](#).
3. You will not give us information that you independently collect from a user or a user's content without that user's consent.
4. You will make it easy for users to remove or disconnect from your application.
5. You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.
6. You will provide customer support for your application.
7. You will not show third party ads or web search boxes on [www.facebook.com](#).
8. We give you all rights necessary to use the code, APIs, data, and tools you receive from us.
9. You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.
10. You will not misrepresent your relationship with Facebook to others.
11. You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our [Facebook Platform Policies](#).
12. We can issue a press release describing our relationship with you.
13. You will comply with all applicable laws. In particular you will (if applicable):
 1. have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.
 2. comply with the Video Privacy Protection Act (VPPA), and obtain any opt-in consent necessary from users so that user data subject to the VPPA may be shared on Facebook. You represent that any disclosure to us will not be incidental to the ordinary course of your business.
14. We do not guarantee that Platform will always be free.
15. You give us all rights necessary to enable your application to work with Facebook, including the right to incorporate content and information you provide to us into streams, timelines, and user action stories.
16. You give us the right to link to or frame your application, and place content, including ads, around your application.
17. We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
18. To ensure your application is safe for users, we can audit it.
19. We can create applications that offer similar features and services to, or otherwise compete with, your application.

10. About Advertisements and Other Commercial Content Served or Enhanced by Facebook

Our goal is to deliver ads and commercial content that are valuable to our users and advertisers. In order to help us do that, you agree to the following:

1. You can use your [privacy settings](#) to limit how your name and profile picture may be associated with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. You give us permission to use your name and profile picture in connection with that content, subject to the limits you place.
2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

11. Special Provisions Applicable to Advertisers

You can target your desired audience by buying ads on Facebook or our publisher network. The following

additional terms apply to you if you place an order through our online advertising portal (Order):

1. When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available. When serving your ad, we do our best to deliver the ads to the audience you specify, although we cannot guarantee in every instance that your ad will reach its intended target.
2. In instances where we believe doing so will enhance the effectiveness of your advertising campaign, we may broaden the targeting criteria you specify.
3. You will pay for your Orders in accordance with our [Payments Terms](#). The amount you owe will be calculated based on our tracking mechanisms.
4. Your ads will comply with our [Advertising Guidelines](#).
5. We will determine the size, placement, and positioning of your ads.
6. We do not guarantee the activity that your ads will receive, such as the number of clicks your ads will get.
7. We cannot control how clicks are generated on your ads. We have systems that attempt to detect and filter certain click activity, but we are not responsible for click fraud, technological issues, or other potentially invalid click activity that may affect the cost of running ads.
8. You can cancel your Order at any time through our online portal, but it may take up to 24 hours before the ad stops running. You are responsible for paying for all ads that run.
9. Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ad, your ad may remain until the users delete it.
10. We can use your ads and related content and information for marketing or promotional purposes.
11. You will not issue any press release or make public statements about your relationship with Facebook without our prior written permission.
12. We may reject or remove any ad for any reason.
13. If you are placing ads on someone else's behalf, you must have permission to place those ads, including the following:
 1. You warrant that you have the legal authority to bind the advertiser to this Statement.
 2. You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.

12. Special Provisions Applicable to Pages

If you create or administer a Page on Facebook, or run a promotion or an offer from your Page, you agree to our [Pages Terms](#).

13. Special Provisions Applicable to Software

1. If you download our software, such as a stand-alone software product or a browser plugin, you agree that from time to time, the software may download upgrades, updates and additional features from us in order to improve, enhance and further develop the software.
2. You will not modify, create derivative works of, decompile or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license or we give you express written permission.

14. Amendments

1. Unless we make a change for legal or administrative reasons, or to correct an inaccurate statement, we will provide you with seven (7) days notice (for example, by posting the change on the [Facebook Site Governance Page](#)) and an opportunity to comment on changes to this Statement. You can also visit our [Facebook Site Governance Page](#) and "like" the Page to get updates about changes to this Statement.
2. If we make changes to policies referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.

3. Your continued use of Facebook following changes to our terms constitutes your acceptance of our amended terms.

15. Termination

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Facebook to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 8.2, 9.1-9.3, 9.9, 9.10, 9.13, 9.15, 9.18, 10.3, 11.2, 11.5, 11.6, 11.9, 11.12, 11.13, and 15-19.

16. Disputes

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Facebook exclusively in a state or federal court located in Santa Clara County. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
2. If anyone brings a claim against us related to your actions, content or information on Facebook, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Facebook and are not responsible for the content or information users transmit or share on Facebook. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Facebook. We are not responsible for the conduct, whether online or offline, or any user of Facebook.
3. WE TRY TO KEEP FACEBOOK UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FACEBOOK AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FACEBOOK WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT FACEBOOK WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR FACEBOOK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR FACEBOOK WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

17. Special Provisions Applicable to Users Outside the United States

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with Facebook outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Facebook (such as advertising or payments) or operate a Platform application or website.
3. Certain specific terms that apply only for German users are available [here](#).

18. Definitions

1. By "Facebook" we mean the features and services we make available, including through (a) our website at www.facebook.com and any other Facebook branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the Like button, the Share button and other similar offerings and (d) other media, software (such as a toolbar), devices, or networks now existing or later developed.
2. By "Platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from Facebook or provide data to us.
3. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with Facebook.
4. By "content" we mean anything you or other users post on Facebook that would not be included in the definition of information.
5. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from Facebook or provide to Facebook through Platform.
6. By "post" we mean post on Facebook or otherwise make available by using Facebook.
7. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. By "active registered user" we mean a user who has logged into Facebook at least once in the previous 30 days.
9. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.

19. Other

1. If you are a resident of or have your principal place of business in the US or Canada, this Statement is an agreement between you and Facebook, Inc. Otherwise, this Statement is an agreement between you and Facebook Ireland Limited. References to "us," "we," and "our" mean either Facebook, Inc. or Facebook Ireland Limited, as appropriate.
2. This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.
3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
4. If we fail to enforce any of this Statement, it will not be considered a waiver.
5. Any amendment to or waiver of this Statement must be made in writing and signed by us.
6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
8. Nothing in this Statement shall prevent us from complying with the law.
9. This Statement does not confer any third party beneficiary rights.

10. We reserve all rights not expressly granted to you.

11. You will comply with all applicable laws when using or accessing Facebook.

You may also want to review the following documents, which provide additional information about your use of Facebook:

- Data Use Policy: The Data Use Policy contains information to help you understand how we collect and use information.
- Payment Terms: These additional terms apply to all payments made on or through Facebook.
- Platform Page: This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.
- Facebook Platform Policies: These guidelines outline the policies that apply to applications, including Connect sites.
- Advertising Guidelines: These guidelines outline the policies that apply to advertisements placed on Facebook.
- Promotions Guidelines: These guidelines outline the policies that apply if you offer contests, sweepstakes, and other types of promotions on Facebook.
- Brand Permissions Center: These guidelines outline the policies that apply to use of Facebook trademarks, logos and screenshots.
- How to Report Claims of Intellectual Property Infringement
- Pages Terms: These guidelines apply to your use of Facebook Pages.
- Community Standards: These guidelines outline our expectations regarding the content you post to Facebook and your activity on Facebook.

To access the Statement of Rights and Responsibilities in several different languages, change the language setting for your Facebook session by clicking on the language link in the left corner of most pages. If the Statement is not available in the language you select, we will default to the English version.

EXHIBIT 3

This agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls. Please note that Section 17 contains certain changes to the general terms for users outside the United States.

Date of Last Revision: November 15, 2013.

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the [Facebook Principles](#), and is our terms of service that governs our relationship with users and others who interact with Facebook. By using or accessing Facebook, you agree to this Statement, as updated from time to time in accordance with Section 14 below. Additionally, you will find resources at the end of this document that help you understand how Facebook works.

1. Privacy

Your privacy is very important to us. We designed our [Data Use Policy](#) to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the Data Use Policy, and to use it to help you make informed decisions.

2. Sharing Your Content and Information

You own all of the content and information you post on Facebook, and you can control how it is shared through your [privacy](#) and [application settings](#). In addition:

1. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your [privacy](#) and [application settings](#): you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, including how you can control what information other people may share with applications, read our [Data Use Policy](#) and [Platform Page](#).)
4. When you publish content or information using the Public setting, it means that you are allowing everyone, including people off of Facebook, to access and use that information, and to associate it with you (i.e., your name and profile picture).
5. We always appreciate your feedback or other suggestions about Facebook, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

3. Safety

We do our best to keep Facebook safe, but we cannot guarantee it. We need your help to keep Facebook safe, which includes the following commitments by you:

1. You will not post unauthorized commercial communications (such as spam) on Facebook.
2. You will not collect users' content or information, or otherwise access Facebook, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.

3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
9. You will follow our [Promotions Guidelines](#) and all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes ("promotion") on Facebook.
10. You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
11. You will not do anything that could disable, overburden, or impair the proper working or appearance of Facebook, such as a denial of service attack or interference with page rendering or other Facebook functionality.
12. You will not facilitate or encourage any violations of this Statement or our policies.

4. Registration and Account Security

Facebook users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.
4. You will not use your personal timeline primarily for your own commercial gain, and will use a Facebook Page for such purposes.
5. You will not use Facebook if you are under 13.
6. You will not use Facebook if you are a convicted sex offender.
7. You will keep your contact information accurate and up-to-date.
8. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
9. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
10. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

5. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on Facebook that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Facebook if we believe that it violates this Statement or our policies.
3. We provide you with tools to help you protect your intellectual property rights. To learn more, visit our [How to Report Claims of Intellectual Property Infringement](#) page.
4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
6. You will not use our copyrights or trademarks (including Facebook, the Facebook and F Logos, FB, Face, Poke, Book and Wall), or any confusingly similar marks, except as expressly permitted by our Brand

Usage Guidelines or with our prior written permission.

7. If you collect information from users, you will: obtain their consent, make it clear you (and not Facebook) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on Facebook.
9. You will not tag users or send email invitations to non-users without their consent. Facebook offers social reporting tools to enable users to provide feedback about tagging.

6. Mobile and Other Devices

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.
2. In the event you change or deactivate your mobile telephone number, you will update your account information on Facebook within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on Facebook.

7. Payments

If you make a payment on Facebook or use Facebook Credits, you agree to our [Payments Terms](#).

8. Special Provisions Applicable to Social Plugins

If you include our Social Plugins, such as the Share or Like buttons on your website, the following additional terms apply to you:

1. We give you permission to use Facebook's Social Plugins so that users can post links or content from your website on Facebook.
2. You give us permission to use and allow others to use such links and content on Facebook.
3. You will not place a Social Plugin on any page containing content that would violate this Statement if posted on Facebook.

9. Special Provisions Applicable to Developers/Operators of Applications and Websites

If you are a developer or operator of a Platform application or website, the following additional terms apply to you:

1. You are responsible for your application and its content and all uses you make of Platform. This includes ensuring your application or use of Platform meets our [Facebook Platform Policies](#) and our [Advertising Guidelines](#).
2. Your access to and use of data you receive from Facebook, will be limited as follows:
 1. You will only request data you need to operate your application.
 2. You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the [Developer Application](#).
 3. You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
 4. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide a mechanism for users to make such a request.
 5. You will not include data you receive from us concerning a user in any advertising creative.
 6. You will not directly or indirectly transfer any data you receive from us to (or use such data in

connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.

7. You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.
8. We can require you to delete user data if you use it in a way that we determine is inconsistent with users' expectations.
9. We can limit your access to data.
10. You will comply with all other restrictions contained in our [Facebook Platform Policies](#).
3. You will not give us information that you independently collect from a user or a user's content without that user's consent.
4. You will make it easy for users to remove or disconnect from your application.
5. You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.
6. You will provide customer support for your application.
7. You will not show third party ads or web search boxes on www.facebook.com.
8. We give you all rights necessary to use the code, APIs, data, and tools you receive from us.
9. You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.
10. You will not misrepresent your relationship with Facebook to others.
11. You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our [Facebook Platform Policies](#).
12. We can issue a press release describing our relationship with you.
13. You will comply with all applicable laws. In particular you will (if applicable):
 1. have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.
 2. comply with the Video Privacy Protection Act (VPPA), and obtain any opt-in consent necessary from users so that user data subject to the VPPA may be shared on Facebook. You represent that any disclosure to us will not be incidental to the ordinary course of your business.
14. We do not guarantee that Platform will always be free.
15. You give us all rights necessary to enable your application to work with Facebook, including the right to incorporate content and information you provide to us into streams, timelines, and user action stories.
16. You give us the right to link to or frame your application, and place content, including ads, around your application.
17. We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
18. To ensure your application is safe for users, we can audit it.
19. We can create applications that offer similar features and services to, or otherwise compete with, your application.

10. About Advertisements and Other Commercial Content Served or Enhanced by Facebook

Our goal is to deliver advertising and other commercial or sponsored content that is valuable to our users and advertisers. In order to help us do that, you agree to the following:

1. You give us permission to use your name, profile picture, content, and information in connection with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. This means, for example, that you permit a business or other entity to pay us to display your name and/or profile picture with your content or information, without any compensation to you. If you have selected a specific audience for your content or information, we will respect your choice when we use it.
2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

11. Special Provisions Applicable to Advertisers

You can target your desired audience by buying ads on Facebook or our publisher network. The following additional terms apply to you if you place an order through our online advertising portal (Order):

1. When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available. When serving your ad, we do our best to deliver the ads to the audience you specify, although we cannot guarantee in every instance that your ad will reach its intended target.
2. In instances where we believe doing so will enhance the effectiveness of your advertising campaign, we may broaden the targeting criteria you specify.
3. You will pay for your Orders in accordance with our Payments Terms. The amount you owe will be calculated based on our tracking mechanisms.
4. Your ads will comply with our Advertising Guidelines.
5. We will determine the size, placement, and positioning of your ads.
6. We do not guarantee the activity that your ads will receive, such as the number of clicks your ads will get.
7. We cannot control how clicks are generated on your ads. We have systems that attempt to detect and filter certain click activity, but we are not responsible for click fraud, technological issues, or other potentially invalid click activity that may affect the cost of running ads.
8. You can cancel your Order at any time through our online portal, but it may take up to 24 hours before the ad stops running. You are responsible for paying for all ads that run.
9. Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ad, your ad may remain until the users delete it.
10. We can use your ads and related content and information for marketing or promotional purposes.
11. You will not issue any press release or make public statements about your relationship with Facebook without our prior written permission.
12. We may reject or remove any ad for any reason.
13. If you are placing ads on someone else's behalf, you must have permission to place those ads, including the following:
 1. You warrant that you have the legal authority to bind the advertiser to this Statement.
 2. You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.

12. Special Provisions Applicable to Pages

If you create or administer a Page on Facebook, or run a promotion or an offer from your Page, you agree to our Pages Terms.

13. Special Provisions Applicable to Software

1. If you download or use our software, such as a stand-alone software product, an app, or a browser plugin, you agree that from time to time, the software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.
2. You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license, or we give you express written permission.

14. Amendments

1. Unless we make a change for legal or administrative reasons, or to correct an inaccurate statement, we will provide you with seven (7) days notice (for example, by posting the change on the Facebook Site Governance Page) and an opportunity to comment on changes to this Statement. You can also visit our

Facebook Site Governance Page and "like" the Page to get updates about changes to this Statement.

2. If we make changes to policies referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.
3. Your continued use of Facebook following changes to our terms constitutes your acceptance of our amended terms.

15. Termination

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Facebook to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 8.2, 9.1-9.3, 9.9, 9.10, 9.13, 9.15, 9.18, 10.3, 11.2, 11.5, 11.6, 11.9, 11.12, 11.13, and 15-19.

16. Disputes

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Facebook exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.
2. If anyone brings a claim against us related to your actions, content or information on Facebook, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Facebook and are not responsible for the content or information users transmit or share on Facebook. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Facebook. We are not responsible for the conduct, whether online or offline, or any user of Facebook.
3. WE TRY TO KEEP FACEBOOK UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FACEBOOK AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FACEBOOK WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT FACEBOOK WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR FACEBOOK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR FACEBOOK WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN

SUCH CASES, FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

17. Special Provisions Applicable to Users Outside the United States

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with Facebook outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Facebook (such as advertising or payments) or operate a Platform application or website. You will not use Facebook if you are prohibited from receiving products, services, or software originating from the United States.
3. Certain specific terms that apply only for German users are available [here](#).

18. Definitions

1. By "Facebook" we mean the features and services we make available, including through (a) our website at www.facebook.com and any other Facebook branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the Like button, the Share button and other similar offerings and (d) other media, software (such as a toolbar), devices, or networks now existing or later developed.
2. By "Platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from Facebook or provide data to us.
3. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with Facebook.
4. By "content" we mean anything you or other users post on Facebook that would not be included in the definition of information.
5. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from Facebook or provide to Facebook through Platform.
6. By "post" we mean post on Facebook or otherwise make available by using Facebook.
7. By "use" we mean use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. By "active registered user" we mean a user who has logged into Facebook at least once in the previous 30 days.
9. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.

19. Other

1. If you are a resident of or have your principal place of business in the US or Canada, this Statement is an agreement between you and Facebook, Inc. Otherwise, this Statement is an agreement between you and Facebook Ireland Limited. References to "us," "we," and "our" mean either Facebook, Inc. or Facebook Ireland Limited, as appropriate.
2. This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.
3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
4. If we fail to enforce any of this Statement, it will not be considered a waiver.
5. Any amendment to or waiver of this Statement must be made in writing and signed by us.
6. You will not transfer any of your rights or obligations under this Statement to anyone else without our

consent.

7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
8. Nothing in this Statement shall prevent us from complying with the law.
9. This Statement does not confer any third party beneficiary rights.
10. We reserve all rights not expressly granted to you.
11. You will comply with all applicable laws when using or accessing Facebook.

You may also want to review the following documents, which provide additional information about your use of Facebook:

- Data Use Policy: The Data Use Policy contains information to help you understand how we collect and use information.
- Payment Terms: These additional terms apply to all payments made on or through Facebook.
- Platform Page: This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.
- Facebook Platform Policies: These guidelines outline the policies that apply to applications, including Connect sites.
- Advertising Guidelines: These guidelines outline the policies that apply to advertisements placed on Facebook.
- Promotions Guidelines: These guidelines outline the policies that apply if you offer contests, sweepstakes, and other types of promotions on Facebook.
- Facebook Brand Resources: These guidelines outline the policies that apply to use of Facebook trademarks, logos and screenshots.
- How to Report Claims of Intellectual Property Infringement
- Pages Terms: These guidelines apply to your use of Facebook Pages.
- Community Standards: These guidelines outline our expectations regarding the content you post to Facebook and your activity on Facebook.

To access the Statement of Rights and Responsibilities in several different languages, change the language setting for your Facebook session by clicking on the language link in the left corner of most pages. If the Statement is not available in the language you select, we will default to the English version.

EXHIBIT 4

This agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls. Please note that Section 16 contains certain changes to the general terms for users outside the United States.

Date of Last Revision: January 30, 2015

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the [Facebook Principles](#), and is our terms of service that governs our relationship with users and others who interact with Facebook, as well as Facebook brands, products and services, which we call the "[Facebook Services](#)" or "[Services](#)". By using or accessing the Facebook Services, you agree to this Statement, as updated from time to time in accordance with Section 13 below. Additionally, you will find resources at the end of this document that help you understand how Facebook works.

Because Facebook provides a wide range of [Services](#), we may ask you to review and accept supplemental terms that apply to your interaction with a specific app, product, or service. To the extent those supplemental terms conflict with this SRR, the supplemental terms associated with the app, product, or service govern with respect to your use of such app, product or service to the extent of the conflict.

1. Privacy

Your privacy is very important to us. We designed our [Data Policy](#) to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the [Data Policy](#), and to use it to help you make informed decisions.

2. Sharing Your Content and Information

You own all of the content and information you post on Facebook, and you can control how it is shared through your [privacy](#) and [application settings](#). In addition:

1. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your [privacy](#) and [application settings](#): you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, including how you can control what information other people may share with applications, read our [Data Policy](#) and [Platform Page](#).)
4. When you publish content or information using the Public setting, it means that you are allowing everyone, including people off of Facebook, to access and use that information, and to associate it with you (i.e., your name and profile picture).
5. We always appreciate your feedback or other suggestions about Facebook, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

3. Safety

We do our best to keep Facebook safe, but we cannot guarantee it. We need your help to keep Facebook safe, which includes the following commitments by you:

1. You will not post unauthorized commercial communications (such as spam) on Facebook.
2. You will not collect users' content or information, or otherwise access Facebook, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
9. You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
10. You will not do anything that could disable, overburden, or impair the proper working or appearance of Facebook, such as a denial of service attack or interference with page rendering or other Facebook functionality.
11. You will not facilitate or encourage any violations of this Statement or our policies.

4. Registration and Account Security

Facebook users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.
4. You will not use your personal timeline primarily for your own commercial gain, and will use a Facebook Page for such purposes.
5. You will not use Facebook if you are under 13.
6. You will not use Facebook if you are a convicted sex offender.
7. You will keep your contact information accurate and up-to-date.
8. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
9. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
10. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

5. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on Facebook that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Facebook if we believe that it violates this Statement or our policies.
3. We provide you with tools to help you protect your intellectual property rights. To learn more, visit our [How to Report Claims of Intellectual Property Infringement](#) page.
4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.

5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
6. You will not use our copyrights or Trademarks or any confusingly similar marks, except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.
7. If you collect information from users, you will: obtain their consent, make it clear you (and not Facebook) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on Facebook.
9. You will not tag users or send email invitations to non-users without their consent. Facebook offers social reporting tools to enable users to provide feedback about tagging.

6. Mobile and Other Devices

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.
2. In the event you change or deactivate your mobile telephone number, you will update your account information on Facebook within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on Facebook.

7. Payments

If you make a payment on Facebook, you agree to our [Payments Terms](#) unless it is stated that other terms apply.

8. Special Provisions Applicable to Developers/Operators of Applications and Websites

If you are a developer or operator of a Platform application or website or if you use Social Plugins, you must comply with the [Facebook Platform Policy](#).

9. About Advertisements and Other Commercial Content Served or Enhanced by Facebook

Our goal is to deliver advertising and other commercial or sponsored content that is valuable to our users and advertisers. In order to help us do that, you agree to the following:

1. You give us permission to use your name, profile picture, content, and information in connection with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. This means, for example, that you permit a business or other entity to pay us to display your name and/or profile picture with your content or information, without any compensation to you. If you have selected a specific audience for your content or information, we will respect your choice when we use it.
2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

10. Special Provisions Applicable to Advertisers

If you use our self-service advertising creation interfaces for creation, submission and/or delivery of any advertising or other commercial or sponsored activity or content (collectively, the "Self-Serve Ad Interfaces"), you agree to our [Self-Serve Ad Terms](#). In addition, your advertising or other commercial or sponsored activity or content placed on Facebook or our publisher network will comply with our [Advertising Guidelines](#).

11. Special Provisions Applicable to Pages

If you create or administer a Page on Facebook, or run a promotion or an offer from your Page, you agree to our Pages Terms.

12. Special Provisions Applicable to Software

1. If you download or use our software, such as a stand-alone software product, an app, or a browser plugin, you agree that from time to time, the software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.
2. You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license, or we give you express written permission.

13. Amendments

1. We'll notify you before we make changes to these terms and give you the opportunity to review and comment on the revised terms before continuing to use our Services.
2. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.
3. Your continued use of the Facebook Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

14. Termination

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Facebook to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 9.3, and 14-18.

15. Disputes

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Facebook exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.
2. If anyone brings a claim against us related to your actions, content or information on Facebook, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Facebook and are not responsible for the content or information users transmit or share on Facebook. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Facebook. We are not responsible for the conduct, whether online or offline, of any user of Facebook.
3. WE TRY TO KEEP FACEBOOK UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FACEBOOK AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FACEBOOK WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT FACEBOOK WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT,

INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR FACEBOOK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR FACEBOOK WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

16. Special Provisions Applicable to Users Outside the United States

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with Facebook outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Facebook (such as advertising or payments) or operate a Platform application or website. You will not use Facebook if you are prohibited from receiving products, services, or software originating from the United States.
3. Certain specific terms that apply only for German users are available [here](#).

17. Definitions

1. By "Facebook" or "Facebook Services" we mean the features and services we make available, including through (a) our website at www.facebook.com and any other Facebook branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the Like button, the Share button and other similar offerings; and (d) other media, brands, products, services, software (such as a toolbar), devices, or networks now existing or later developed. Facebook reserves the right to designate, in its sole discretion, that certain of our brands, products, or services are governed by separate terms and not this SRR.
2. By "Platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from Facebook or provide data to us.
3. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with Facebook.
4. By "content" we mean anything you or other users post, provide or share using Facebook Services.
5. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from Facebook or provide to Facebook through Platform.
6. By "post" we mean post on Facebook or otherwise make available by using Facebook.
7. By "use" we mean use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.

9. By “Trademarks” we mean the list of trademarks provided [here](#).

18. Other

1. If you are a resident of or have your principal place of business in the US or Canada, this Statement is an agreement between you and Facebook, Inc. Otherwise, this Statement is an agreement between you and Facebook Ireland Limited. References to “us,” “we,” and “our” mean either Facebook, Inc. or Facebook Ireland Limited, as appropriate.
2. This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.
3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
4. If we fail to enforce any of this Statement, it will not be considered a waiver.
5. Any amendment to or waiver of this Statement must be made in writing and signed by us.
6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
8. Nothing in this Statement shall prevent us from complying with the law.
9. This Statement does not confer any third party beneficiary rights.
10. We reserve all rights not expressly granted to you.
11. You will comply with all applicable laws when using or accessing Facebook.

By using or accessing Facebook Services, you agree that we can collect and use such content and information in accordance with the [Data Policy](#) as amended from time to time. You may also want to review the following documents, which provide additional information about your use of Facebook:

- [Payment Terms](#): These additional terms apply to all payments made on or through Facebook, unless it is stated that other terms apply.
- [Platform Page](#): This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.
- [Facebook Platform Policies](#): These guidelines outline the policies that apply to applications, including Connect sites.
- [Advertising Guidelines](#): These guidelines outline the policies that apply to advertisements placed on Facebook.
- [Self-Serve Ad Terms](#): These terms apply when you use the Self-Serve Ad Interfaces to create, submit, or deliver any advertising or other commercial or sponsored activity or content.
- [Promotions Guidelines](#): These guidelines outline the policies that apply if you offer contests, sweepstakes, and other types of promotions on Facebook.
- [Facebook Brand Resources](#): These guidelines outline the policies that apply to use of Facebook trademarks, logos and screenshots.
- [How to Report Claims of Intellectual Property Infringement](#)
- [Pages Terms](#): These guidelines apply to your use of Facebook Pages.
- [Community Standards](#): These guidelines outline our expectations regarding the content you post to Facebook and your activity on Facebook.

To access the Statement of Rights and Responsibilities in several different languages, change the language setting for your Facebook session by clicking on the language link in the left corner of most pages. If the Statement is not available in the language you select, we will default to the English version.

EXHIBIT 5

Our Statement of Rights and Responsibilities is changing to our Terms of Service. You can view our previous Statement of Rights and Responsibilities here.

1. Our Services

2. Our Data Policy and Your Privacy Choices

3. Your Commitments to Facebook and Our Community

4. Additional provisions

5. Other terms and policies that may apply to you

Facebook Ads Controls

Privacy Basics

Cookies Policy

Data Policy

More Resources

View a printable version of the Terms of Service

Return to top

1. Our Services

Our mission is to give people the power to build community and bring the world closer together. To help advance this mission, we provide the Products and services described below to you:

Provide a personalized experience for you:

Your experience on Facebook is unlike anyone else's: from the posts, stories, events, ads, and other content you see in News Feed or our video platform to the Pages you follow and other features you might use, such as Trending, Marketplace, and search. We use the data we have - for example, about the connections you make, the choices and settings you select, and what you share and do on and off our Products - to personalize your experience.

Connect you with people and organizations you care about:

We help you find and connect with people, groups, businesses, organizations, and others that matter to you across the Facebook Products you use. We use the data we have to make suggestions for you and others - for example, groups to join, events to attend, Pages to follow or send a message to, shows to watch, and people you may want to become friends with. Stronger ties make for better communities, and we believe our services are most useful when people are connected to people, groups, and organizations they care about.

Empower you to express yourself and communicate about what matters to you:

There are many ways to express yourself on Facebook and to communicate with friends, family, and others about what matters to you - for example, sharing status updates, photos, videos, and stories across the Facebook Products you use, sending messages to a friend or several people, creating events or groups, or adding content to your profile. We also have developed, and continue to explore, new ways for people to use technology, such as augmented reality and 360 video to create and share more expressive and engaging content on Facebook.

Help you discover content, products, and services that may interest you:

We show you ads, offers, and other sponsored content to help you

discover content, products, and services that are offered by the many businesses and organizations that use Facebook and other Facebook Products. Our partners pay us to show their content to you, and we design our services so that the sponsored content you see is as relevant and useful to you as everything else you see on our Products.

Combat harmful conduct and protect and support our community:

People will only build community on Facebook if they feel safe. We employ dedicated teams around the world and develop advanced technical systems to detect misuse of our Products, harmful conduct towards others, and situations where we may be able to help support or protect our community. If we learn of content or conduct like this, we will take appropriate action - for example, offering help, removing content, blocking access to certain features, disabling an account, or contacting law enforcement. We share data with other [Facebook Companies](#) when we detect misuse or harmful conduct by someone using one of our Products.

Use and develop advanced technologies to provide safe and functional services for everyone:

We use and develop advanced technologies - such as artificial intelligence, machine learning systems, and augmented reality - so that people can use our Products safely regardless of physical ability or geographic location. For example, technology like this helps people who have visual impairments understand what or who is in photos or videos shared on Facebook or Instagram. We also build sophisticated network and communication technology to help more people connect to the internet in areas with limited access. And we develop automated systems to improve our ability to detect and remove abusive and dangerous activity that may harm our community and the integrity of our Products.

Research ways to make our services better:

We engage in research and collaborate with others to improve our Products. One way we do this is by analyzing the data we have and understanding how people use our Products. You can [learn more](#) about some of our research efforts.

Provide consistent and seamless experiences across the

Facebook Company Products:

Our Products help you find and connect with people, groups, businesses, organizations, and others that are important to you. We design our systems so that your experience is consistent and seamless across the different [Facebook Company Products](#) that you use. For example, we use data about the people you engage with on Facebook to make it easier for you to connect with them on Instagram or Messenger, and we enable you to communicate with a business you follow on Facebook through Messenger.

Enable global access to our services:

To operate our global service, we need to store and distribute content and data in our data centers and systems around the world, including outside your country of residence. This infrastructure may be operated or controlled by Facebook, Inc., Facebook Ireland Limited, or its affiliates.

2. Our Data Policy and Your Privacy Choices

To provide these services, we must collect and use your personal data. We detail our practices in the [Data Policy](#), which you must agree to in order to use our Products. We also encourage you to review the privacy choices you have in your [settings](#).

[Return to top](#)

3. Your Commitments to Facebook and Our Community

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

1. Who can use Facebook

When people stand behind their opinions and actions, our community is safer and more accountable. For that reason, you must:

- Use the same name that you use in everyday life.
- Provide accurate information about yourself.
- Create only one account (your own) and use your timeline for personal purposes.
- Not share your password, give access to your Facebook account to others, or transfer your account to anyone else (without our permission).

We try to make Facebook broadly available to everyone, but you cannot use Facebook if:

- You are under 13 years old.
- You are a convicted sex offender.
- We previously disabled your account for violations of our terms or policies.
- You are prohibited from receiving our products, services, or software under applicable laws.

2. What you can share and do on Facebook

We want people to use Facebook to express themselves and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

1. You may not use our Products to do or share anything:
 - That violates these Terms, our [Community Standards](#), and other terms and policies that apply to your use of Facebook.
 - That is unlawful, misleading, discriminatory or fraudulent.
 - That infringes or violates someone else's rights.

Terms of Service

4. You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products.

3. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.

We can remove content you share in violation of these provisions and, if applicable, we may take action against your account, for the reasons described below. We may also disable your account if you repeatedly infringe other people's intellectual property rights.

To help support our community, we encourage you to report content or conduct that you believe violates your rights (including intellectual property rights) or our terms and policies.

3. The permissions you give us

We need certain permissions from you to provide our services:

1. Permission to use content you create and share. You own the content you create and share on Facebook and the other Facebook Products you use, and nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want. To provide our services, though, we need you to give us some legal permissions to use that content.

Specifically, when you share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings). This means, for example, that if you share a photo on Facebook, you give us permission to store, copy, and share it with others (again, consistent with your settings) such as service providers that support our service or other Facebook Products you use.

You can end this license any time by deleting your content or account. You should know that, for technical reasons, content you delete may persist for a limited period of time in backup copies (though it will not be visible to other users). In addition, content you delete may continue to appear if you have shared it with others and they have not deleted it.

2. Permission to use your name, profile picture, and information about your actions with ads and sponsored content. You give us permission to use your name and profile picture and information about actions you have taken on Facebook next to or in connection with ads, offers, and other sponsored content that we display across our Products, without any compensation to you. For example, we may show your friends that you are interested in an advertised event or have liked a Page created by a brand that has paid us to display its ads on Facebook. Ads like this can be seen only by people who have your permission to see the actions you've taken on Facebook. You can learn more about your ad settings and preferences.

If you are under the age of eighteen (18), you represent that a parent or legal guardian also agrees to this section on your behalf. (This language is included pursuant to a court-approved legal settlement.)

3. Permission to update software you use or download. If you download or use our software, you give us permission to

download and install upgrades, updates, and additional features to improve, enhance, and further develop it.

4. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos, or sounds we provide that you add to content you create or share on Facebook), we retain all rights to that content (but not yours). You can only use our copyrights or trademarks (or any similar marks) as expressly permitted by our [Brand Usage Guidelines](#) or with our prior written permission. You must obtain our written permission (or permission under an open source license) to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

[Return to top](#)

4. Additional provisions

1. Updating our Terms

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Facebook community, you can [delete](#) your account at any time.

2. Account suspension or termination

We want Facebook to be a place where people feel welcome and safe to express themselves and share their thoughts and ideas.

If we determine that you have violated our terms or policies, we may take action against your account to protect our community and services, including by suspending access to your account or disabling it. We may also suspend or disable your account if you create risk or legal exposure for us or when we are permitted or required to do so by law.

Where appropriate, we will notify you about your account the next time you try to access it. You can [learn more](#) about what you can do if your account has been disabled.

If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 3, 4.2-4.5

3. Limits on liability

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, we also

Terms of Service

INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content).

We cannot predict when issues might arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Facebook Products, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the Facebook Products will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

4. Disputes

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply.

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the Facebook Products ("claim"), you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms and any claim, without regard to conflict of law provisions.

5. Other

1. These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Facebook, Inc. regarding your use of our Products. They supersede any prior agreements.
2. Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree to our [Commercial Terms](#). If you post or share content containing music, you must comply with our [Music Guidelines](#). To the extent any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.
3. If any portion of these Terms are found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
4. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
5. You may designate a person (called a legacy contact) to manage your account if it is memorialized. Only your legacy contact or a person who you have identified in a valid will or similar document expressing clear consent to disclose your content upon death or

incapacity will be able to seek disclosure from your account after it is memorialized.

6. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
7. You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).
8. We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
9. We reserve all rights not expressly granted to you.

[Return to top](#)

5. Other terms and policies that may apply to you

- Community Standards: These guidelines outline our standards regarding the content you post to Facebook and your activity on Facebook and other Facebook Products.
- Commercial Terms: These terms apply if you also access or use our Products for any commercial or business purpose, including advertising, operating an app on our Platform, using our measurement services, managing a group or a Page for a business, or selling goods or services.
- Advertising Policies: These policies specify what types of ad content are allowed by partners who advertise across the Facebook Products.
- Self-Serve Ad Terms: These terms apply when you use self-serve advertising interfaces to create, submit, or deliver advertising or other commercial or sponsored activity or content.
- Pages, Groups and Events Policy: These guidelines apply if you create or administer a Facebook Page, group, or event, or if you use Facebook to communicate or administer a promotion.
- Facebook Platform Policy: These guidelines outline the policies that apply to your use of our Platform (for example, for developers or operators of a Platform application or website or if you use social plugins).
- Developer Payment Terms: These terms apply to developers of applications that use Facebook Payments.
- Community Payment Terms: These terms apply to payments made on or through Facebook.
- Commerce Policies: These guidelines outline the policies that apply when you offer products and services for sale on Facebook.
- Facebook Brand Resources: These guidelines outline the policies that apply to use of Facebook trademarks, logos, and screenshots.
- Music Guidelines: These guidelines outline the policies that apply if you post or share content containing music on Facebook.

Date of Last Revision: April 19th, 2018

EXHIBIT 6

Data Use Policy

Date of Last Revision: June 8, 2012

Information we receive and how it is used

- Information we receive about you
- Public information
- Usernames and User IDs
- How we use the information we receive
- Deleting and deactivating your account

Sharing and finding you on Facebook

- Control each time you post
- Control over your timeline
- Finding you on Facebook
- Access on phones and other devices
- Activity log
- What your friends share about you
- About Pages

Other websites and applications

- About Facebook Platform
- Controlling what information you share with applications
- Controlling what is shared when the people you share with use applications
- Logging in to another site using Facebook
- About social plugins
- About instant personalization
- Public search engines

How advertising and Sponsored Stories work

- Personalized ads
- Ads + social context
- Sponsored stories
- Facebook content

Cookies, pixels and other similar technologies
Some other things you need to know

I. Information we receive and how it is used

Information we receive about you

We receive a number of different types of information about you, including:

Your information

Your information is the information that's required when you sign up for the site, as well as the information you choose to share.

- **Registration information:** When you sign up for Facebook, you are required to provide your name, email address, birthday, and gender.
- **Information you choose to share:** Your information also includes the information you choose to share on Facebook, such as when you post a status update, upload a photo, or comment on a friend's story.

It also includes the information you choose to share when you take an action, such as when you add a friend, like a Page or a website, add a place to your story, find friends using our contact importers, or indicate you are in a relationship.

Your name, profile pictures, cover photos, gender, networks, username and User ID are treated just like information you choose to make public.

Your birthday allows us to do things like show you age-appropriate content and advertisements.

Information others share about you

We receive information about you from your friends and others, such as when they upload your contact information, post a photo of you, tag you in a photo or status update, or at a location, or add you to a group.

When people use Facebook, they may store and share information about you and others that they have, such as when they upload and manage their invites and contacts.

Other information we receive about you

We also receive other types of information about you:

- We receive data about you whenever you interact with Facebook, such as when you look at another person's timeline, send or receive a message, search for a friend or a Page, click on, view or otherwise interact with things, use a Facebook mobile app, or purchase Facebook Credits or make other purchases through Facebook.
- When you post things like photos or videos on Facebook, we may receive additional related data (or metadata), such as the time, date, and place you took the photo or video.
- We receive data from the computer, mobile phone or other device you use to access Facebook, including when multiple users log in from the same device. This may include your IP address and other information about things like your internet service, location, the type (including identifiers) of browser you use, or the pages you visit. For example, we may get your GPS or other location information so we can tell you if any of your friends are nearby.
- We receive data whenever you visit a game, application, or website that uses Facebook Platform or visit a site with a Facebook feature (such as a social plugin), sometimes through cookies. This may include the date and time you visit the site; the web address, or URL, you're on; technical information about the IP address, browser and the operating system you use; and, if you are logged in to Facebook, your User ID.
- Sometimes we get data from our advertising partners, customers and other third parties that helps us (or them) deliver ads, understand online activity, and generally make Facebook better. For example, an advertiser may tell us information about you (like how you responded to an ad on Facebook or on another site) in order to measure the effectiveness of - and improve the quality of - ads.

We also put together data from the information we already have about you and your friends. For example, we may put together data about you to determine which friends we should show you in your News Feed or suggest you tag in the photos you post. We may put together your current city with GPS and other location information we have about you to, for example, tell you and your friends about people or events nearby, or offer deals to you that you might be interested in. We may also put together data about you to serve you ads that might be more relevant to you.

When we get your GPS location, we put it together with other location information we have about you (like your current city). But we only keep it until it is no longer useful to provide you services, like keeping your last GPS coordinates to send you relevant notifications.

We only provide data to our advertising partners or customers after we have removed your name or any other personally identifying information from it, or have combined it with other people's data in a way that it is no longer associated with you.

Public information

When we use the phrase "public information" (which we sometimes refer to as "Everyone information"), we mean the information you choose to make public, as well as information that is always publicly available.

Information you choose to make public

Choosing to make your information public is exactly what it sounds like: **anyone**, including people off of Facebook, will be able to see it.

Choosing to make your information public also means that this information:

- can be associated with you (i.e., your name, profile pictures, cover photos, timeline, User ID, username, etc.) even off Facebook;
- can show up when someone does a search on Facebook or on a public search engine;
- will be accessible to the Facebook-integrated games, applications, and websites you and your friends use; and
- will be accessible to anyone who uses our APIs such as our [Graph API](#).

Sometimes you will not be able to select an audience when you post something (like when you write on a Page's wall or comment on a news article that uses our comments plugin). This is because some types of stories are always public stories. As a general rule, you should assume that if you do not see a [sharing icon](#), the information will be publicly available.

When others share information about you, they can also choose to make it public.

Information that is always publicly available

The types of information listed below are always publicly available, and are treated just like information you decided to make public.

- **Name:** This helps your friends and family find you. If you are uncomfortable sharing your real name, you can always [delete](#) your account.
- **Profile Pictures and Cover Photos:** These help your friends and family recognize you. If you are uncomfortable making any of these photos public, you can always delete it. Unless you delete them, when you add a new profile picture or cover photo, the previous photo will remain public in your profile picture or cover photo album.
- **Network:** This helps you see whom you will be sharing information with before you choose "Friends and Networks" as a custom audience. If you are uncomfortable making your network public, you can [leave the network](#).
- **Gender:** This allows us to refer to you properly.
- **Username and User ID:** These allow you to give out a custom link to your timeline or Page, receive email at your Facebook email address, and help make Facebook Platform possible.

Username and User IDs

A Username (or Facebook URL) is a custom link to your timeline that you can give out to people or post on external websites. Usernames appear in the URL on your timeline. We also use your User ID to identify your Facebook account.

If someone has your Username or User ID, they can use it to access information about you through the facebook.com website. For example, if someone has your Username, they can type facebook.com/Username into their browser and see your public information as well as anything else you've let them see. Similarly, someone with your Username or User ID can access information about you through our APIs, such as our [Graph API](#). Specifically, they can access your public information, along with your age range, language and country.

If you do not want your information to be accessible to Platform applications, you can turn off all Platform applications from your Privacy Settings. If you turn off Platform you will no longer be able to use any games or other applications until you turn Platform back on. For more information about the information that apps receive when you visit them, see [Other websites and applications](#).

If you want to see information available about you through our Graph API, just type

[https://graph.facebook.com/\[User ID or Username\]?metadata=1](https://graph.facebook.com/[User ID or Username]?metadata=1) into your browser.

Your Facebook email address includes your public username like so: username@facebook.com. You can control who can start a message thread with you using your "How You Connect" settings. If they include others on that message, the others can reply too.

How we use the information we receive

We use the information we receive about you in connection with the services and features we provide to you and other users like your friends, our partners, the advertisers that purchase ads on the site, and the developers that build the games, applications, and websites you use. For example, we may use the information we receive about you:

- as part of our efforts to keep Facebook products, services and integrations safe and secure;
- to protect Facebook's or others' rights or property;
- to provide you with location features and services, like telling you and your friends when something is going on nearby;
- to measure or understand the effectiveness of ads you and others see, including to deliver relevant ads to you;
- to make suggestions to you and other users on Facebook, such as: suggesting that your friend use our contact importer because you found friends using it, suggesting that another user add you as a friend because the user imported the same email address as you did, or suggesting that your friend tag you in a picture they have uploaded with you in it; and
- for internal operations, including troubleshooting, data analysis, testing, research and service improvement.

Granting us this permission not only allows us to provide Facebook as it exists today, but it also allows us to provide you with innovative features and services we develop in the future that use the information we receive about you in new ways.

While you are allowing us to use the information we receive about you, you always own all of your information. Your trust is important to us, which is why we don't share information we receive about you with others unless we have:

- received your permission;
- given you notice, such as by telling you about it in this policy; or
- removed your name or any other personally identifying information from it.

Of course, for [information others share about you](#), they control how it is shared.

We store data for as long as it is necessary to provide products and services to you and others, including those described above. Typically, information associated with your account will be kept until your account is deleted. For certain categories of data, we may also tell you about specific data retention practices.

We are able to suggest that your friend tag you in a picture by scanning and comparing your friend's pictures to information we've put together from the other photos you've been tagged in. This allows us to make these suggestions. You can control whether we suggest that another user tag you in a photo using the "How Tags work" settings. Learn more at: <https://www.facebook.com/help/tag-suggestions>

Deleting and deactivating your account

If you want to stop using your account, you can either **deactivate** or **delete** it.

Deactivate

Deactivating your account puts your account on hold. Other users will no longer see your timeline, but we do not delete any of your information. Deactivating an account is the same as you telling us not to delete any information because you might want to reactivate your account at some point in the future. You can deactivate your account at:

<https://www.facebook.com/editaccount.php>

Your friends will still see you listed in their list of friends while your account is deactivated.

Deletion

When you delete an account, it is permanently deleted from Facebook. It typically takes about one month to delete an account, but some information may remain in backup copies and logs for up to 90 days. You should only delete your account if you are sure you never want to reactivate it. You can delete your account at:

https://www.facebook.com/help/contact.php?show_form=delete_account

Learn more at: <https://www.facebook.com/help/?faq=356107851084108>

Certain information is needed to provide you with services, so we only delete this information after you delete your account. Some of the things you do on Facebook aren't stored in your account, like posting to a group or sending someone a message (where your friend may still have a message you sent, even after you delete your account). That information remains after you delete your account.

II. Sharing and finding you on Facebook

Control each time you post

Whenever you post content (like a status update, photo or check-in), you can select a specific audience, or even customize your audience. To do this, simply click on the sharing icon and choose who can see it.

Choose this icon if you want to make something **Public**. Choosing to make something public is exactly what it sounds like. It means that anyone, including people off of Facebook, will be able to see or access it.

Choose this icon if you want to share with your Facebook **Friends**.

Choose this icon if you want to **Customize** your audience. You can also use this to hide your story from specific people.

If you tag someone, that person and their friends can see your story no matter what audience you selected. The same is true when you approve a tag someone else adds to your story.

Always think before you post. Just like anything else you post on the web or send in an email, information you share on Facebook can be copied or re-shared by anyone who can see it.

Although you choose with whom you share, there may be ways for others to determine information about you. For example, if you hide your birthday so no one can see it on your timeline, but friends post "happy birthday!" on your timeline, people may determine your birthday.

When you comment on or "like" someone else's story, or write on their timeline, that person gets to select the audience. For example, if a friend posts a Public story and you comment on it, your comment will be Public. Often, you can see the audience someone selected for their story before you post a comment; however, the person who posted the story may later change their audience.

You can control who can see the Facebook Pages you've "liked" by visiting your timeline, clicking on the Likes box on your timeline, and then clicking "Edit."

Sometimes you will not see a sharing icon when you post something (like when you write on a Page's wall or comment on a news article that uses our comments plugin). This is because some types of stories are always public stories. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.

Control over your timeline

Whenever you add things to your timeline you can select a specific audience, or even customize your audience. To do this, simply click on the sharing icon and choose who can see it.

Choose this icon if you want to make something **Public**. Choosing to make something public is exactly what it sounds like. It means that anyone, including people off of Facebook, will be able to see or access it.

Choose this icon if you want to share with your Facebook **Friends**.

Choose this icon if you want to **Customize** your audience. You can also use this to hide the item on your timeline from specific people.

When you select an audience for your friend list, you are only controlling who can see the entire list of your friends on your timeline. We call this a timeline visibility control. This is because your friend list is always available to the games, applications and websites you use, and your friendships may be visible elsewhere (such as on your friends' timelines or in searches). For example, if you select "Only Me" as the audience for your friend list, but your friend sets her friend list to "Public," anyone will be able to see your connection on your friend's timeline.

Similarly, if you choose to hide your gender, it only hides it on your timeline. This is because we, just like the applications you and your friends use, need to use your gender to refer to you properly on the site.

When someone tags you in a story (such as a photo, status update or check-in), you can choose whether you want that story to appear on your timeline. You can either approve each story individually or approve all stories by your friends. If you approve a story and later change your mind, you can remove it from your timeline.

People on Facebook may be able to see mutual friends, even if they cannot see your entire list of friends.

Some things (like your name, profile pictures and cover photos) do not have sharing icons because they are always publicly available. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.

Finding you on Facebook

To make it easier for your friends to find you, we allow anyone with your contact information (such as email address or telephone number) to find you through the Facebook search bar at the top of most pages, as well as other tools we provide, such as contact importers - even if you have not shared your contact information with them on Facebook.

You can choose who can look up your timeline using the email address or telephone number you added to your timeline through your privacy settings. But remember, if you choose Friends, only your current Facebook friends will be able to find you this way.

Your "How You Connect" settings do not control whether people can find you or a link to your timeline when they search for content they have permission to see, like a photo or other story you've been tagged in.

Access on phones and other devices

Once you share information with your friends and others, they may be able to sync it with or access it via their mobile phones and other devices. For example, if you share a photo on Facebook, someone viewing that photo could save it using Facebook tools or by other methods offered by their device or browser. Similarly, if you share your contact information with someone or invite someone to an event, they may be able to use Facebook or third party applications or devices to sync that information. Or, if one of your friends has a Facebook application on one of their devices, your

information (such as the things you post or photos you share) may be stored on or accessed by their device.

You should only share information with people you trust because they will be able to save it or re-share it with others, including when they sync the information to a device.

Activity log

Your activity log is a place where you can go to view most of your information on Facebook, including things you've hidden from your timeline. You can use this log to manage your content. For example, you can do things like delete stories, change the audience of your stories or stop an application from publishing to your timeline on your behalf.

When you hide something from your timeline, you are not deleting it. This means that the story may be visible elsewhere, like in your friends' News Feed. If you want to delete a story you posted, choose the delete option.

What your friends share about you

Links and Tags

Anyone can add a link to a story. Links are references to something on the Internet; anything from a website to a Page or timeline on Facebook. For example, if you are writing a story, you might include a link to a blog you are referencing or a link to the blogger's Facebook timeline. If someone clicks on a link to another person's timeline, they'll only see the things that they are allowed to see.

A tag is a special type of link to someone's timeline that suggests that the tagged person add your story to their timeline. In cases where the tagged person isn't included in the audience of the story, it will add them so they can see it. Anyone can tag you in anything. Once you are tagged, you and your friends will be able to see it (such as in News Feed or in search).

You can choose whether a story you've been tagged in appears on your timeline. You can either approve each story individually or approve all stories by your friends. If you approve a story and later change your mind, you can always remove it from your timeline.

If you do not want someone to tag you, we encourage you to reach out to them and give them that feedback. If that does not work, you can block them. This will prevent them from tagging you going forward.

If you are tagged in a private space (such as a message or a group) only the people who can see the private space can see the tag. Similarly, if you are tagged in a comment, only the people who can see the comment can see the tag.

Groups

Once you are in a Group, anyone in that Group can add you to a subgroup. When someone adds you to a Group, you will be listed as "invited" until you visit the Group. You can always leave a Group, which will prevent others from adding you to it again.

About Pages

Facebook Pages are public pages. Companies use Pages to share information about their products. Celebrities use Pages to talk about their latest projects. And communities use pages to discuss topics of interest, everything from baseball to the opera.

Because Pages are public, information you share with a Page is public information. This means, for example, that if you post a comment on a Page, that comment may be used by the Page owner off Facebook, and anyone can see it.

When you "like" a Page, you create a connection to that Page. The connection is added to your timeline and your friends may see it in their News Feeds. You may be contacted by or receive updates from the Page, such as in your News Feed and your messages. You can remove the Pages you've "liked" through your timeline or on the Page.

Some Pages contain content that comes directly from the Page owner. Page owners can do this through online plugins, such as an iframe, and it works just like the games and other applications you use through Facebook. Because this content comes directly from the Page owner, that Page may be able to collect information about you, just like any website.

Page administrators may have access to insights data, which will tell them generally about the people that visit their Page (as opposed to information about specific people). They may also know when you've made a connection to their Page because you've liked their Page or posted a comment.

III. Other websites and applications

About Facebook Platform

Facebook Platform (or simply Platform) refers to the way we help you share your information with the games, applications, and websites you and your friends use. Facebook Platform also lets you bring your friends with you, so you can connect with them off of Facebook. In these two ways, Facebook Platform helps you make your experiences on the web more personalized and social.

Remember that these games, applications and websites are created and maintained by other businesses and developers who are not part of Facebook, so you should always make sure to read their terms of service and privacy policies.

Controlling what information you share with applications

When you connect with a game, application or website - such as by going to a game, logging in to a website using your Facebook account, or adding an app to your timeline - we give the game, application, or website (sometimes referred to as just "Applications" or "Apps") your basic info, which includes your User ID, as well your friends' User IDs (or your friend list) and your public information.

Your friend list helps the application make your experience more social because it lets you find your friends on that application. Your User ID helps the application personalize your experience because it can connect your account on that application with your Facebook account, and it can access your basic info, which includes your public information and friend list. This includes the information you choose to make public, as well as information that is always publicly available. If the application needs additional information, such as your stories, photos or likes, it will have to ask you for specific permission.

The "Apps you use" setting lets you control the applications you use. You can see the permissions you have given these applications, the last time an application accessed your information, and the audience on Facebook for your timeline stories and activity the application posts on your behalf. You can also remove applications you no longer want, or turn off all Platform applications. When you turn all Platform applications off, your User ID is no longer given to applications, even when your friends use those applications. But you will no longer be able to use any games, applications or websites through Facebook.

When you first visit an app, Facebook lets the app know your language, your country, and whether you are under 18, between 18-20, or 21 and over. Age range lets apps provide you with age-appropriate content. If you install the app, it can access, store and update the information you've shared. Apps you've installed can update their records of your basic info, age range, language and country. If you haven't used an app in a while, it won't be able to continue to update the additional information you've given them permission to access. Learn more at:

<https://www.facebook.com/help/how-apps-work>

Sometimes a game console, mobile phone, or other device might ask for permission to share specific information with the games and applications you use on that device. If you say okay, those applications will not be able to access any other information about you without asking specific permission from you or your friends.

Sites and apps that use Instant Personalization receive your User ID and friend list when you visit them.

You always can remove apps you've installed by using your app settings at: <https://www.facebook.com/settings/?tab=applications>. But remember, apps may still be able to access your information when the people you share with use them. And, if you've removed an application and want them to delete the information you've already shared with them,

you should contact the application and ask them to delete it. Visit the application's page on Facebook or their own website to learn more about the app.

Controlling what is shared when the people you share with use applications

Just like when you share information by email or elsewhere on the web, information you share on Facebook can be re-shared. This means that if you share something on Facebook, anyone who can see it can share it with others, including the games, applications, and websites they use.

Your friends and the other people you share information with often want to share your information with applications to make their experiences on those applications more personalized and social. For example, one of your friends might want to use a music application that allows them to see what their friends are listening to. To get the full benefit of that application, your friend would want to give the application her friend list – which includes your User ID – so the application knows which of her friends is also using it. Your friend might also want to share the music you “like” on Facebook. If you have made that information public, then the application can access it just like anyone else. But if you've shared your likes with just your friends, the application could ask your friend for permission to share them.

You can control most of the information other people can share with applications they use from the “Ads, Apps and Websites” settings page. But these controls do not let you limit access to your public information and friend list.

If you want to completely block applications from getting your information when your friends and others use them, you will need to turn off all Platform applications. This means that you will no longer be able to use any third-party Facebook-integrated games, applications or websites.

If an application asks permission from someone else to access your information, the application will be allowed to use that information only in connection with the person that gave the permission and no one else.

Logging in to another site using Facebook

Facebook Platform lets you log into other applications and websites using your Facebook account. When you log in using Facebook, we give the site your User ID (just like when you connect with any other application), but we do not share your email address or password with that website through this process.

If you already have an account on that website, the site may also be able to connect that account with your Facebook account. Sometimes it does this using what is called an “email hash”, which is similar to searching for someone on Facebook using an email address. Only the email addresses in this case are hashed so no email addresses are actually shared between Facebook and the website.

How it works

The website sends over a hashed version of your email address, and we match it with a database of email addresses that we have also hashed. If there is a match, then we tell the website the User ID associated with the email address. This way, when you log into the website using Facebook, the website can link your Facebook account to your account on that website.

About social plugins

Social plugins are buttons, boxes, and stories (such as the Like button) that other websites can use to present Facebook content to you and create more social and personal experiences for you. While you view these buttons, boxes, and stories on other sites, the content comes directly from Facebook.

Sometimes plugins act just like applications. You can spot one of these plugins because it will ask you for permission to access your information or to publish information back to Facebook. For example, if you use a registration plugin on a website, the plugin will ask your permission to share your basic info with the website to make it easier for you to register for the website. Similarly, if you use an Add To Timeline plugin, the plugin will ask your permission to publish stories about your activities on that website to Facebook.

If you make something public using a plugin, such as posting a public comment on a newspaper's website, then that website can access your comment (along with your User ID) just like everyone else.

If you post something using a social plugin and you do not see a sharing icon, you should assume that story is Public. For example, if you post a comment through a Facebook comment plugin on a site, your story is Public and everyone, including the website, can see your story.

Websites that use social plugins can sometimes tell that you have engaged with the social plugin. For example, they may know that you clicked on a Like button in a social plugin.

We receive data when you visit a site with a social plugin. We keep this data for a maximum of 90 days. After that, we remove your name or any other personally identifying information from the data, or combine it with other people's data in a way that it is no longer associated with you. Learn more at: <https://www.facebook.com/help/social-plugins>

About instant personalization

Instant personalization is a way for Facebook to help partners (such as Bing and Rotten Tomatoes) on and off Facebook create a more personalized and social experience for logged in users than a social plugin can offer. When you visit a site or app using instant personalization, it will know some information about you and your friends the moment you arrive. This is because sites and apps using instant personalization can access your User ID, your friend list, and your public information.

The first time you visit a site or app using instant personalization, you will see a notification letting you know that the site or app has partnered with Facebook to provide a personalized experience.

The notification will give you the ability to disable or turn off instant personalization for that site or app. If you do that, that site or app is required to delete all of the information about you it received from Facebook as part of the instant personalization program. In addition, we will prevent that site from accessing your information in the future, even when your friends use that site.

If you decide that you do not want to experience instant personalization for all partner sites and apps, you can disable instant personalization from the “Ads, Apps and Websites” settings page.

If you turn off instant personalization, partner third party sites and apps will not be able to access your public information, even when your friends visit those sites.

If you turn off an instant personalization site or app after you have been using it or visited it a few times (or after you have given it specific permission to access your data), it will not automatically delete your data received through Facebook. But the site is contractually required to delete your data if you ask it to.

How it works

To join the instant personalization program, a potential partner must enter into an agreement with us designed to protect your privacy. For example, this agreement requires that the partner delete your data if you turn off instant personalization when you first visit the site or app. It also prevents the partner from accessing any information about you until you or your friends visit its site.

Instant personalization partners sometimes use an email hash process to see if any of their users are on Facebook and get those users' User IDs. This process is similar to searching for someone on Facebook using an email address, except in this case the email addresses are hashed so no actual email addresses are exchanged. The partner is also contractually required not to use your User ID for any purpose (other than associating it with your account) until you or your friends visit the site.

When you visit a site or app using instant personalization, we provide the site or app with your User ID and your friend list (as well as your age range, locale, and gender). The site or app can then connect your account with that partner with your friends' accounts to make the site or app instantly social. The site can also access public information associated with any of the User IDs it receives, which it can use to make them instantly personalized. For example, if the site is a

music site, it can access your music interests to suggest songs you may like, and access your friends' music interests to let you know what they are listening to. Of course it can only access your or your friends' music interests if they are public. If the site or app wants any additional information, it will have to get your specific permission.

Public search engines

Your public search setting controls whether people who enter your name on a public search engine may see your public timeline (including in sponsored results). You can find your public search setting on the “Ads, Apps and Websites” settings page.

This setting does not apply to search engines that access your information as an application using Facebook Platform. If you turn your public search setting off and then search for yourself on a public search engine, you may still see a preview of your timeline. This is because some search engines cache information for a period of time. You can learn more about how to request a search engine to remove you from cached information at:

<https://www.facebook.com/help/?faq=13323>

IV. How advertising and Sponsored Stories work

Personalized ads

We do not share any of your information with advertisers (unless, of course, you give us permission). As described in this policy, we may share your information when we have removed from it anything that personally identifies you or combined it with other information so that it no longer personally identifies you.

We use the information we receive to deliver ads and to make them more relevant to you. This includes all of the things you share and do on Facebook, such as the Pages you like or key words from your stories, and the things we infer from your use of Facebook. Learn more at: <https://www.facebook.com/help/?page=226611954016283>

When an advertiser creates an ad, they are given the opportunity to choose their audience by location, demographics, likes, keywords, and any other information we receive or can tell about you and other users. For example, an advertiser can choose to target 18 to 35 year-old women who live in the United States and like basketball. An advertiser could also choose to target certain topics or keywords, like “music” or even people who like a particular song or artist.

Try this tool yourself to see one of the ways advertisers target ads and what information they see at:
<https://www.facebook.com/ads/create/>

If the advertiser chooses to run the ad (also known as placing the order), we serve the ad to people who meet the criteria the advertiser selected, but we do not tell the advertiser who any of those people are. So, for example, if a person views or otherwise interacts with the ad, the advertiser might infer that the person is an 18-to-35-year-old woman who lives in the U.S. and likes basketball. But we would not tell the advertiser who that person is.

After the ad runs, we provide advertisers with reports on how their ads performed. For example we give advertisers reports telling them how many users saw or clicked on their ads. But these reports are anonymous. We do not tell advertisers who saw or clicked on their ads.

Advertisers sometimes place cookies on your computer in order to make their ads more effective. Learn more about cookies, pixels and other system technologies.

Sometimes we allow advertisers to target a category of user, like a “moviegoer” or a “sci-fi fan.” We do this by bundling characteristics that we believe are related to the category. For example, if a person “likes” the “Star Trek” Page and mentions “Star Wars” when they check into a movie theater, we may conclude that this person is likely to be a sci-fi fan. Advertisers of sci-fi movies, for example, could ask us to target “sci-fi fans” and we would target that group, which may include you. Or if you “like” Pages that are car-related and mention a particular car brand in a post, we might put you in the “potential car buyer” category and let a car brand target to that group, which would include you.

Ads + social context

Facebook Ads are sometimes paired with social actions your friends have taken. For example, an ad for a sushi restaurant may be paired with a news story that one of your friends likes that restaurant's Facebook page.

This is the same type of news story that could show up in your News Feed, only we place it next to a paid advertisement to make that ad more relevant and interesting.

When you show up in one of these news stories, we will only pair it with ads shown to your friends. If you do not want to appear in stories paired with Facebook Ads, you can opt out using your “[Edit social ads](#)” setting.

Learn what happens when you click “Like” on an advertisement or an advertiser's Facebook Page at:

<https://www.facebook.com/help/?faq=19399>

We may serve ads, including those with social context (or serve just social context), on other sites. These work just like the ads we serve on Facebook - the advertisers do not receive any of your information. Only people that could see the Facebook action (like on your timeline) would see it paired in this way.

Your “Show my social actions in Facebook Ads” setting only controls ads with social context. It does not control [Sponsored Stories](#), ads or information about Facebook's services and features, or other [Facebook content](#).

Games, applications and websites can serve ads directly to you or help us serve ads to you or others if they have information like your User ID or email address.

Sponsored stories

Many of the things you do on Facebook (like “liking” a Page) are posted to your timeline and shared in News Feed. But there's a lot to read in News Feed. That's why we allow people to “sponsor” your stories to make sure your friends see them. For example, if you RSVP to an event hosted by a local restaurant, that restaurant may want to make sure your friends see it so they can come too.

If they do sponsor a story, that story will appear in the same place ads usually do or in your News Feed under the heading “Sponsored” or something similar. Only people that could originally see the story can see the sponsored story, and no personal information about you (or your friends) is shared with the sponsor.

Your “Show my social actions in Facebook Ads” setting only controls ads with social context. It does not control [Sponsored Stories](#), ads or information about Facebook's services and features, or other [Facebook content](#).

Facebook content

We like to tell you about some of the features and tools your friends and others use on Facebook, to help you have a better experience. For example, if your friend uses our friend finder tool to find more friends on Facebook, we may tell you about it to encourage you to use it as well. This of course means your friend may similarly see suggestions based on the things you do. But we will try to only show it to friends that could benefit from your experience.

Your “Show my social actions in Facebook Ads” setting only controls ads with social context. It does not control [Sponsored Stories](#), ads or information about Facebook's services and features, or other Facebook content.

V. Cookies, pixels and other similar technologies

Cookies are small pieces of data that are stored on your computer, mobile phone or other device. Pixels are small blocks of code on webpages that do things like allow another server to measure viewing of a webpage and often are used in connection with cookies.

We use technologies like cookies, pixels, and local storage (like on your browser or device, which is similar to a cookie but holds more information) to provide and understand a range of products and services. Learn more at:

<https://www.facebook.com/help/cookies>

We use these technologies to do things like:

- make Facebook easier or faster to use;
- enable features and store information about you (including on your device or in your browser cache) and your use of Facebook;
- deliver, understand and improve advertising;
- monitor and understand the use of our products and services; and
- to protect you, others and Facebook.

For example, we may use them to know you are logged in to Facebook, to help you use social plugins and share buttons, or to know when you are interacting with our advertising or Platform partners.

We may ask advertisers or other partners to serve ads or services to computers, mobile phones or other devices, which may use a cookie, pixel or other similar technology placed by Facebook or the third party (although we would not share any other information that identifies you with an advertiser).

Most companies on the web use cookies (or other similar technological tools), including our advertising and Platform partners. For example, our Platform partners, advertisers or Page administrators may use cookies or similar technologies when you access their apps, ads, Pages or other content.

Cookies and things like local storage help make Facebook work, like allowing pages to load faster because certain content is stored on your browser or by helping us authenticate you to deliver personalized content.

To learn more about how advertisers generally use cookies and the choices advertisers provide, visit the Network Advertising Initiative at http://www.networkadvertising.org/managing/opt_out.asp, the Digital Advertising Alliance at <http://www.aboutads.info/>, the Internet Advertising Bureau (US) at <http://www.iab.net> or the Internet Advertising Bureau (EU) at <http://youronlinechoices.eu/>.

You can remove or block cookies or other similar technologies or block or remove other data stored on your computer or device (such as by using the various settings in your browser), but it may affect your ability to use Facebook or other websites and apps.

VI. Some other things you need to know

Safe harbor

Facebook complies with the EU Safe Harbor framework as set forth by the Department of Commerce regarding the collection, use, and retention of data from the European Union. To view our certification, visit the U.S. Department of Commerce's Safe Harbor website at: <https://safeharbor.export.gov/list.aspx>. As part of our participation in the Safe Harbor program, we agree to resolve disputes you have with us in connection with our policies and practices through TRUSTe. If you would like to contact TRUSTe, visit: <https://feedback-form.truste.com/watchdog/request>

Contact us with questions or disputes

If you have questions or complaints regarding our Data Use Policy or practices, please contact us by mail at 1601 Willow Road, Menlo Park, CA 94025 if you reside in the U.S. or Canada, or at Facebook Ireland Ltd., Hanover Reach, 5-7 Hanover Quay, Dublin 2 Ireland if you live outside the U.S. or Canada. Anyone may also contact us through this help page: https://www.facebook.com/help/contact_us.php?id=173545232710000

Responding to legal requests and preventing harm

We may access, preserve and share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards. We may also access, preserve and share information when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of investigations; and to prevent death or imminent bodily harm. Information we receive about you, including financial transaction data related to purchases made with Facebook Credits, may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm.

Access requests

You can access and correct most of your personal data stored by Facebook by logging into your account and viewing your timeline and activity log. You can also download a copy of your personal data by visiting your “[Account Settings](#)”, clicking on “Download a copy of your Facebook data” and then clicking on the link for your expanded archive. Learn more at: <https://www.facebook.com/help/?faq=226281544049399>

Notifications and Other Messages

We may send you notifications and other messages using the contact information we have for you, like your email address. You can control most of the notifications you receive, including ones from Pages you like and applications you use, using your “Notifications” settings.

Friend finder

We offer tools to help you upload your friends' contact information so that you and others can find friends on Facebook, and invite friends who do not use Facebook to join. If you do not want us to store this information, visit this help page at: https://www.facebook.com/contact_importer/remove_uploads.php

If you give us your password, we will delete it after you upload your friends' contact information.

Invitations

When you invite a friend to join Facebook, we send a message on your behalf using your name, and up to two reminders. We may also include names and pictures of other people your friend might know on Facebook. The invitation will also give your friend the opportunity to opt out of receiving other invitations to join Facebook.

Memorializing accounts

We may memorialize the account of a deceased person. When we memorialize an account, we keep the timeline on Facebook, but limit access and some features. You can report a deceased person's timeline at: https://www.facebook.com/help/contact.php?show_form=deceased

We also may close an account if we receive a formal request that satisfies certain criteria.

Service Providers

We give your information to the people and companies that help us provide, understand and improve the services we offer. For example, we may use outside vendors to help host our website, serve photos and videos, process payments, analyze data, measure the effectiveness of ads, or provide search results. In some cases we provide the service jointly with another company, such as the Facebook Marketplace. In all of these cases our partners must agree to only use your information consistent with the agreement we enter into with them, as well as this Data Use Policy.

Security and bugs

We do our best to keep your information secure, but we need your help. For more detailed information about staying safe on Facebook, visit the [Facebook Security Page](#). We try to keep Facebook up, bug-free and safe, but can't make guarantees about any part of our services or products.

Change of Control

If the ownership of our business changes, we may transfer your information to the new owner so they can continue to operate the service. But they will still have to honor the commitments we have made in this Data Use Policy.

Notice of Changes

If we make changes to this Data Use Policy we will notify you by publication here and on the [Facebook Site Governance Page](#). If the changes are material, we will provide you additional, prominent notice as appropriate under the circumstances. You can make sure that you receive notice directly by liking the [Facebook Site Governance Page](#).

Opportunity to comment and vote

Unless we make a change for legal or administrative reasons, or to correct an inaccurate statement, we will give you seven (7) days to provide us with comments on the change. If we receive more than 7000 comments concerning a particular change, we will put the change up for a vote. The vote will be binding on us if more than 30% of all active

registered users as of the date of the notice vote.

Information for users outside of the United States and Canada

Company Information: The website under www.facebook.com and the services on these pages are being offered to users outside of the U.S. and Canada by Facebook Ireland Ltd., Hanover Reach, 5-7 Hanover Quay, Dublin 2 Ireland. The company Facebook Ireland Ltd. has been established and registered in Ireland as a private limited company, Company Number: 462932, and is the data controller responsible for your personal information. Directors: Cipora Herman (American), Theodore Ullyot (American).

Your California privacy rights

California law permits residents of California to request certain details about what personal information a company shares with third parties for the third parties' direct marketing purposes. Facebook does not share your information with third parties for the third parties' own and independent direct marketing purposes unless we receive your permission. Learn more about the [information we receive and how it is used](#) and [other websites and applications](#). If you have questions about our sharing practices or your rights under California law, please write us at 1601 Willow Road, Menlo Park, CA 94025 or contact us through this help page: [https://www.facebook.com/help/contact_us.php?](https://www.facebook.com/help/contact_us.php?id=173545232710000)

[id=173545232710000](https://www.facebook.com/help/contact_us.php?id=173545232710000)

EXHIBIT 7

Data Use Policy

Date of Last Revision: December 11, 2012

Information we receive and how it is used

- Information we receive about you
- Public information
- Usernames and User IDs
- How we use the information we receive
- Deleting and deactivating your account

Sharing and finding you on Facebook

- Control each time you post
- Control over your timeline
- Finding you on Facebook
- Access on phones and other devices
- Activity log
- What your friends and others share about you
- Groups
- Pages

Other websites and applications

- About Facebook Platform
- Controlling what information you share with applications
- Controlling what is shared when the people you share with use applications
- Logging in to another site using Facebook
- About social plugins
- About instant personalization
- Public search engines

How advertising and Sponsored Stories work

- Personalized ads
- Ads + social context
- Sponsored stories

- Facebook content

Cookies, pixels and other similar technologies

Some other things you need to know

I. Information we receive and how it is used

Information we receive about you

We receive a number of different types of information about you, including:

Your information

Your information is the information that's required when you sign up for the site, as well as the information you choose to share.

- **Registration information:** When you sign up for Facebook, you are required to provide information such as your name, email address, birthday, and gender. In some cases, you may be able to register using other information, like your telephone number.
- **Information you choose to share:** Your information also includes the information you choose to share on Facebook, such as when you post a status update, upload a photo, or comment on a friend's story.

It also includes the information you choose to share when you take an action, such as when you add a friend, like a Page or a website, add a place to your story, use our contact importers, or indicate you are in a relationship.

Your name, profile pictures, cover photos, gender, networks, username and User ID are treated just like information you choose to make public.

Your birthday allows us to do things like show you age-appropriate content and advertisements.

Information others share about you

We receive information about you from your friends and others, such as when they upload your contact information, post a photo of you, tag you in a photo or status update, or at a location, or add you to a group.

When people use Facebook, they may store and share information about you and others that they have, such as when they upload and manage their invites and contacts.

Other information we receive about you

We also receive other types of information about you:

- We receive data about you whenever you interact with Facebook, such as when you look at another person's timeline, send or receive a message, search for a friend or a Page, click on, view or otherwise interact with things, use a Facebook mobile app, or purchase Facebook Credits or make other purchases through Facebook.
- When you post things like photos or videos on Facebook, we may receive additional related data (or metadata), such as the time, date, and place you took the photo or video.
- We receive data from the computer, mobile phone or other device you use to access Facebook, including when multiple users log in from the same device. This may include your IP address and other information about things like your internet service, location, the type (including identifiers) of browser you use, or the pages you visit. For example, we may get your GPS or other location information so we can tell you if any of your friends are nearby.
- We receive data whenever you visit a game, application, or website that uses Facebook Platform or visit a site with a Facebook feature (such as a social plugin), sometimes through cookies. This may include the date and time you visit the site; the web address, or URL, you're on; technical information about the IP address, browser and the operating system you use; and, if you are logged in to Facebook, your User ID.
- Sometimes we get data from our affiliates or our advertising partners, customers and other third parties that helps us (or them) deliver ads, understand online activity, and generally make Facebook better. For example, an

advertiser may tell us information about you (like how you responded to an ad on Facebook or on another site) in order to measure the effectiveness of - and improve the quality of - ads.

We also put together data from the information we already have about you and your friends. For example, we may put together data about you to determine which friends we should show you in your News Feed or suggest you tag in the photos you post. We may put together your current city with GPS and other location information we have about you to, for example, tell you and your friends about people or events nearby, or offer deals to you that you might be interested in. We may also put together data about you to serve you ads that might be more relevant to you.

When we get your GPS location, we put it together with other location information we have about you (like your current city). But we only keep it until it is no longer useful to provide you services, like keeping your last GPS coordinates to send you relevant notifications.

We only provide data to our advertising partners or customers after we have removed your name or any other personally identifying information from it, or have combined it with other people's data in a way that it is no longer associated with you.

Public information

When we use the phrase "public information" (which we sometimes refer to as "Everyone information"), we mean the information you choose to make public, as well as information that is always publicly available.

Information you choose to make public

Choosing to make your information public is exactly what it sounds like: **anyone**, including people off of Facebook, will be able to see it.

Choosing to make your information public also means that this information:

- can be associated with you (i.e., your name, profile pictures, cover photos, timeline, User ID, username, etc.) even off Facebook;
- can show up when someone does a search on Facebook or on a public search engine;
- will be accessible to the Facebook-integrated games, applications, and websites you and your friends use; and
- will be accessible to anyone who uses our APIs such as our Graph API.

Sometimes you will not be able to select an audience when you post something (like when you write on a Page's wall or comment on a news article that uses our comments plugin). This is because some types of stories are always public stories. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.

When others share information about you, they can also choose to make it public.

Information that is always publicly available

The types of information listed below are always publicly available, and are treated just like information you decided to make public.

- **Name:** This helps your friends and family find you. If you are uncomfortable sharing your real name, you can always delete your account.
- **Profile Pictures and Cover Photos:** These help your friends and family recognize you. If you are uncomfortable making any of these photos public, you can always delete it. Unless you delete them, when you add a new profile picture or cover photo, the previous photo will remain public in your profile picture or cover photo album.
- **Networks:** This helps you see whom you will be sharing information with before you choose "Friends and Networks" as a custom audience. If you are uncomfortable making your network public, you can leave the network.
- **Gender:** This allows us to refer to you properly.

- **Username and User ID:** These allow you to give out a custom link to your timeline or Page, receive email at your Facebook email address, and help make Facebook Platform possible.

Username and User IDs

A Username (or Facebook URL) is a custom link to your timeline that you can give out to people or post on external websites. Usernames appear in the URL on your timeline. We also use your User ID to identify your Facebook account.

If someone has your Username or User ID, they can use it to access information about you through the facebook.com website. For example, if someone has your Username, they can type facebook.com/Username into their browser and see your public information as well as anything else you've let them see. Similarly, someone with your Username or User ID can access information about you through our APIs, such as our [Graph API](#). Specifically, they can access your public information, along with your age range, language and country.

If you do not want your information to be accessible to Platform applications, you can turn off all Platform applications from your Privacy Settings. If you turn off Platform you will no longer be able to use any games or other applications until you turn Platform back on. For more information about the information that apps receive when you visit them, see [Other websites and applications](#).

If you want to see information available about you through our Graph API, just type [https://graph.facebook.com/\[User ID or Username\]?metadata=1](https://graph.facebook.com/[User ID or Username]?metadata=1) into your browser.

Your Facebook email address includes your public username like so: username@facebook.com. Anyone in a message conversation can reply to it.

How we use the information we receive

We use the information we receive about you in connection with the services and features we provide to you and other users like your friends, our partners, the advertisers that purchase ads on the site, and the developers that build the games, applications, and websites you use. For example, in addition to helping people see and find things that you do and share, we may use the information we receive about you:

- as part of our efforts to keep Facebook products, services and integrations safe and secure;
- to protect Facebook's or others' rights or property;
- to provide you with location features and services, like telling you and your friends when something is going on nearby;
- to measure or understand the effectiveness of ads you and others see, including to deliver relevant ads to you;
- to make suggestions to you and other users on Facebook, such as: suggesting that your friend use our contact importer because you found friends using it, suggesting that another user add you as a friend because the user imported the same email address as you did, or suggesting that your friend tag you in a picture they have uploaded with you in it; and
- for internal operations, including troubleshooting, data analysis, testing, research and service improvement.

Granting us this permission not only allows us to provide Facebook as it exists today, but it also allows us to provide you with innovative features and services we develop in the future that use the information we receive about you in new ways.

While you are allowing us to use the information we receive about you, you always own all of your information. Your trust is important to us, which is why we don't share information we receive about you with others unless we have:

- received your permission;
- given you notice, such as by telling you about it in this policy; or
- removed your name or any other personally identifying information from it.

Of course, for [information others share about you](#), they control how it is shared.

We store data for as long as it is necessary to provide products and services to you and others, including those described above. Typically, information associated with your account will be kept until your account is deleted. For certain categories of data, we may also tell you about specific data retention practices.

We are able to suggest that your friend tag you in a picture by scanning and comparing your friend's pictures to information we've put together from the other photos you've been tagged in. This allows us to make these suggestions. You can control whether we suggest that another user tag you in a photo using the "How Tags work" settings. Learn more at: <https://www.facebook.com/help/tag-suggestions>

Deleting and deactivating your account

If you want to stop using your account, you can either **deactivate** or **delete** it.

Deactivate

Deactivating your account puts your account on hold. Other users will no longer see your timeline, but we do not delete any of your information. Deactivating an account is the same as you telling us not to delete any information because you might want to reactivate your account at some point in the future. You can deactivate your account at:

<https://www.facebook.com/settings?tab=security>

Your friends will still see you listed in their list of friends while your account is deactivated.

Deletion

When you delete an account, it is permanently deleted from Facebook. It typically takes about one month to delete an account, but some information may remain in backup copies and logs for up to 90 days. You should only delete your account if you are sure you never want to reactivate it. You can delete your account at:

https://www.facebook.com/help/contact.php?show_form=delete_account

Learn more at: <https://www.facebook.com/help/?faq=356107851084108>

Certain information is needed to provide you with services, so we only delete this information after you delete your account. Some of the things you do on Facebook aren't stored in your account, like posting to a group or sending someone a message (where your friend may still have a message you sent, even after you delete your account). That information remains after you delete your account.

II. Sharing and finding you on Facebook

Control each time you post

Whenever you post content (like a status update, photo or check-in), you can select a specific audience, or even customize your audience. To do this, simply click on the sharing icon and choose who can see it.

Choose this icon if you want to make something **Public**. Choosing to make something public is exactly what it sounds like. It means that anyone, including people off of Facebook, will be able to see or access it.

Choose this icon if you want to share with your Facebook **Friends**.

Choose this icon if you want to **Customize** your audience. You can also use this to hide your story from specific people.

If you tag someone, that person and their friends can see your story no matter what audience you selected. The same is true when you approve a tag someone else adds to your story.

Always think before you post. Just like anything else you post on the web or send in an email, information you share on Facebook can be copied or re-shared by anyone who can see it.

Although you choose with whom you share, there may be ways for others to determine information about you. For example, if you hide your birthday so no one can see it on your timeline, but friends post "happy birthday!" on your timeline, people may determine your birthday.

When you comment on or "like" someone else's story, or write on their timeline, that person gets to select the audience.

For example, if a friend posts a Public story and you comment on it, your comment will be Public. Often, you can see the audience someone selected for their story before you post a comment; however, the person who posted the story may later change their audience.

You can control who can see the Facebook Pages you've "liked" by visiting your timeline, clicking on the Likes box on your timeline, and then clicking "Edit."

Sometimes you will not see a sharing icon when you post something (like when you write on a Page's wall or comment on a news article that uses our comments plugin). This is because some types of stories are always public stories. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.

Control over your timeline

Whenever you add things to your timeline you can select a specific audience, or even customize your audience. To do this, simply click on the sharing icon and choose who can see it.

Choose this icon if you want to make something **Public**. Choosing to make something public is exactly what it sounds like. It means that anyone, including people off of Facebook, will be able to see or access it.

Choose this icon if you want to share with your Facebook **Friends**.

Choose this icon if you want to **Customize** your audience. You can also use this to hide the item on your timeline from specific people.

When you select an audience for your friend list, you are only controlling who can see the entire list of your friends on your timeline. We call this a timeline visibility control. This is because your friend list is always available to the games, applications and websites you use, and your friendships may be visible elsewhere (such as on your friends' timelines or in searches). For example, if you select "Only Me" as the audience for your friend list, but your friend sets her friend list to "Public," anyone will be able to see your connection on your friend's timeline.

Similarly, if you choose to hide your gender, it only hides it on your timeline. This is because we, just like the applications you and your friends use, need to use your gender to refer to you properly on the site.

When someone tags you in a story (such as a photo, status update or check-in), you can choose whether you want that story to appear on your timeline. You can either approve each story individually or approve all stories by your friends. If you approve a story and later change your mind, you can remove it from your timeline.

When you hide things on your timeline, like posts or connections, it means those things will not appear on your timeline. But, remember, anyone in the audience of those posts or who can see a connection may still see it elsewhere, like on someone else's timeline or in search results. You can also delete or change the audience of content you post. People on Facebook may be able to see mutual friends, even if they cannot see your entire list of friends.

Some things (like your name, profile pictures and cover photos) do not have sharing icons because they are always publicly available. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.

Finding you on Facebook

To make it easier for your friends to find you, we allow anyone with your contact information (such as email address or telephone number) to find you through the Facebook search bar at the top of most pages, as well as other tools we provide, such as contact importers - even if you have not shared your contact information with them on Facebook.

You can choose who can look up your timeline using the email address or telephone number you added to your timeline through your privacy settings. But remember that people can still find you or a link to your timeline on Facebook through other people and the things they share about you or through other posts, like if you are tagged in a friend's photo or post something to a public page.

Your settings do not control whether people can find you or a link to your timeline when they search for content they have permission to see, like a photo or other story you've been tagged in.

Access on phones and other devices

Once you share information with your friends and others, they may be able to sync it with or access it via their mobile phones and other devices. For example, if you share a photo on Facebook, someone viewing that photo could save it using Facebook tools or by other methods offered by their device or browser. Similarly, if you share your contact information with someone or invite someone to an event, they may be able to use Facebook or third party applications or devices to sync that information. Or, if one of your friends has a Facebook application on one of their devices, your information (such as the things you post or photos you share) may be stored on or accessed by their device.

You should only share information with people you trust because they will be able to save it or re-share it with others, including when they sync the information to a device.

Activity log

Your activity log is a place where you can go to view most of your information on Facebook, including things you've hidden from your timeline. You can use this log to manage your content. For example, you can do things like delete stories, change the audience of your stories or stop an application from publishing to your timeline on your behalf.

When you hide something from your timeline, you are not deleting it. This means that the story may be visible elsewhere, like in your friends' News Feed. If you want to delete a story you posted, choose the delete option.

What your friends and others share about you

Links and Tags

Anyone can add a link to a story. Links are references to something on the Internet; anything from a website to a Page or timeline on Facebook. For example, if you are writing a story, you might include a link to a blog you are referencing or a link to the blogger's Facebook timeline. If someone clicks on a link to another person's timeline, they'll only see the things that they are allowed to see.

A tag is a special type of link to someone's timeline that suggests that the tagged person add your story to their timeline. In cases where the tagged person isn't included in the audience of the story, it will add them so they can see it. Anyone can tag you in anything. Once you are tagged, you and your friends will be able to see it (such as in News Feed or in search).

You can choose whether a story you've been tagged in appears on your timeline. You can either approve each story individually or approve all stories by your friends. If you approve a story and later change your mind, you can always remove it from your timeline.

If you do not want someone to tag you, we encourage you to reach out to them and give them that feedback. If that does not work, you can block them. This will prevent them from tagging you going forward.

If you are linked to or tagged in a private space (such as a message or a group) only the people who can see the private space can see the link or tag. Similarly, if you are linked to or tagged in a comment, only the people who can see the comment can see the link or tag.

Other information

As described in the what your friends and others share about you section of this policy, your friends and others may share information about you. They may share photos or other information about you and tag you in their posts. If you do not like a particular post, tell them or report the post.

Groups

Once you are in a Group, anyone in that Group can add you to a subgroup. When someone adds you to a Group, you will be listed as "invited" until you visit the Group. You can always leave a Group, which will prevent others from adding you to it again.

Pages

Facebook Pages are public pages. Companies use Pages to share information about their products. Celebrities use Pages to talk about their latest projects. And communities use pages to discuss topics of interest, everything from baseball to the opera.

Because Pages are public, information you share with a Page is public information. This means, for example, that if you post a comment on a Page, that comment may be used by the Page owner off Facebook, and anyone can see it.

When you "like" a Page, you create a connection to that Page. The connection is added to your timeline and your friends may see it in their News Feeds. You may be contacted by or receive updates from the Page, such as in your News Feed and your messages. You can remove the Pages you've "liked" through your timeline or on the Page.

Some Pages contain content that comes directly from the Page owner. Page owners can do this through online plugins, such as an iframe, and it works just like the games and other applications you use through Facebook. Because this content comes directly from the Page owner, that Page may be able to collect information about you, just like any website.

Page administrators may have access to insights data, which will tell them generally about the people that visit their Page (as opposed to information about specific people). They may also know when you've made a connection to their Page because you've liked their Page or posted a comment.

III. Other websites and applications

About Facebook Platform

Facebook Platform (or simply Platform) refers to the way we help you share your information with the games, applications, and websites you and your friends use. Facebook Platform also lets you bring your friends with you, so you can connect with them off of Facebook. In these two ways, Facebook Platform helps you make your experiences on the web more personalized and social.

Remember that these games, applications and websites are created and maintained by other businesses and developers who are not part of, or controlled by, Facebook, so you should always make sure to read their terms of service and privacy policies to understand how they treat your data.

Controlling what information you share with applications

When you connect with a game, application or website - such as by going to a game, logging in to a website using your Facebook account, or adding an app to your timeline - we give the game, application, or website (sometimes referred to as just "Applications" or "Apps") your basic info (we sometimes call this your "public profile"), which includes your User ID and your public information. We also give them your friends' User IDs (also called your friend list) as part of your basic info.

Your friend list helps the application make your experience more social because it lets you find your friends on that application. Your User ID helps the application personalize your experience because it can connect your account on that application with your Facebook account, and it can access your basic info, which includes your public information and friend list. This includes the information you choose to make public, as well as information that is always publicly available. If the application needs additional information, such as your stories, photos or likes, it will have to ask you for specific permission.

The "Apps you use" setting lets you control the applications you use. You can see the permissions you have given these applications, the last time an application accessed your information, and the audience on Facebook for timeline stories and activity the application posts on your behalf. You can also remove applications you no longer want, or turn off all Platform applications. When you turn all Platform applications off, your User ID is no longer given to applications, even when your friends use those applications. But you will no longer be able to use any games, applications or

websites through Facebook.

When you first visit an app, Facebook lets the app know your language, your country, and whether you are in an age group, for instance, under 18, between 18-20, or 21 and over. Age range lets apps provide you with age-appropriate content. If you install the app, it can access, store and update the information you've shared. Apps you've installed can update their records of your basic info, age range, language and country. If you haven't used an app in a while, it won't be able to continue to update the additional information you've given them permission to access. Learn more at:

<https://www.facebook.com/help/how-apps-work>

Sometimes a game console, mobile phone, or other device might ask for permission to share specific information with the games and applications you use on that device. If you say okay, those applications will not be able to access any other information about you without asking specific permission from you or your friends.

Sites and apps that use Instant Personalization receive your User ID and friend list when you visit them.

You always can remove apps you've installed by using your app settings at: <https://www.facebook.com/settings/?tab=applications>. But remember, apps may still be able to access your information when the people you share with use them. And, if you've removed an application and want them to delete the information you've already shared with them, you should contact the application and ask them to delete it. Visit the application's page on Facebook or their own website to learn more about the app. For example, Apps may have reasons (e.g. legal obligations) to retain some data that you share with them.

Controlling what is shared when the people you share with use applications

Just like when you share information by email or elsewhere on the web, information you share on Facebook can be re-shared. This means that if you share something on Facebook, anyone who can see it can share it with others, including the games, applications, and websites they use.

Your friends and the other people you share information with often want to share your information with applications to make their experiences on those applications more personalized and social. For example, one of your friends might want to use a music application that allows them to see what their friends are listening to. To get the full benefit of that application, your friend would want to give the application her friend list – which includes your User ID – so the application knows which of her friends is also using it. Your friend might also want to share the music you “like” on Facebook. If you have made that information public, then the application can access it just like anyone else. But if you've shared your likes with just your friends, the application could ask your friend for permission to share them.

You can control most of the information other people can share with applications they use from the “Ads, Apps and Websites” settings page. But these controls do not let you limit access to your public information and friend list.

If you want to completely block applications from getting your information when your friends and others use them, you will need to turn off all Platform applications. This means that you will no longer be able to use any third-party Facebook-integrated games, applications or websites.

If an application asks permission from someone else to access your information, the application will be allowed to use that information only in connection with the person that gave the permission and no one else.

Logging in to another site using Facebook

Facebook Platform lets you log into other applications and websites using your Facebook account. When you log in using Facebook, we give the site your User ID (just like when you connect with any other application), but we do not share your email address or password with that website through this process without your permission.

If you already have an account on that website, the site may also be able to connect that account with your Facebook account. Sometimes it does this using what is called an “email hash”, which is similar to searching for someone on Facebook using an email address. Only the email addresses in this case are hashed so no email addresses are actually shared between Facebook and the website.

How it works

The website sends over a hashed version of your email address, and we match it with a database of email addresses that we have also hashed. If there is a match, then we tell the website the User ID associated with the email address. This way, when you log into the website using Facebook, the website can link your Facebook account to your account on that website.

About social plugins

Social plugins are buttons, boxes, and stories (such as the Like button) that other websites can use to present Facebook content to you and create more social and personal experiences for you. While you view these buttons, boxes, and stories on other sites, the content comes directly from Facebook.

Sometimes plugins act just like applications. You can spot one of these plugins because it will ask you for permission to access your information or to publish information back to Facebook. For example, if you use a registration plugin on a website, the plugin will ask your permission to share your basic info with the website to make it easier for you to register for the website. Similarly, if you use an Add To Timeline plugin, the plugin will ask your permission to publish stories about your activities on that website to Facebook.

If you make something public using a plugin, such as posting a public comment on a newspaper's website, then that website can access your comment (along with your User ID) just like everyone else.

If you post something using a social plugin and you do not see a sharing icon, you should assume that story is Public. For example, if you post a comment through a Facebook comment plugin on a site, your story is Public and everyone, including the website, can see your story.

Websites that use social plugins can sometimes tell that you have engaged with the social plugin. For example, they may know that you clicked on a Like button in a social plugin.

We receive data when you visit a site with a social plugin. We keep this data for a maximum of 90 days. After that, we remove your name or any other personally identifying information from the data, or combine it with other people's data in a way that it is no longer associated with you. Learn more at: <https://www.facebook.com/help/social-plugins>

About instant personalization

Instant personalization (sometimes also referred to as "Start now") is a way for Facebook to help partners (such as Bing and Rotten Tomatoes) on and off Facebook create a more personalized and social experience for logged in users than a social plugin can offer. When you visit a site or app using instant personalization, it will know some information about you and your friends the moment you arrive. This is because sites and apps using instant personalization can access your User ID, your friend list, and your public information.

The first time you visit a site or app using instant personalization, you will see a notification letting you know that the site or app has partnered with Facebook to provide a personalized experience.

The notification will give you the ability to disable or turn off instant personalization for that site or app. If you do that, that site or app is required to delete all of the information about you it received from Facebook as part of the instant personalization program. In addition, we will prevent that site from accessing your information in the future, even when your friends use that site.

If you decide that you do not want to experience instant personalization for all partner sites and apps, you can disable instant personalization from the "Ads, Apps and Websites" settings page.

If you turn off instant personalization, these partner third party sites and apps will not be able to access your public information, even when your friends visit those sites.

If you turn off an instant personalization site or app after you have been using it or visited it a few times (or after you have given it specific permission to access your data), it will not automatically delete information about you it received through Facebook. Like all other apps, the site is required by our policies to delete information about you if you ask it to.

How it works

To join the instant personalization program, a potential partner must enter into an agreement with us designed to protect your privacy. For example, this agreement requires that the partner delete information about you if you turn off instant personalization when you first visit the site or app. It also prevents the partner from accessing any information about you until you or your friends visit its site.

Instant personalization partners sometimes use an email hash process to see if any of their users are on Facebook and get those users' User IDs. This process is similar to searching for someone on Facebook using an email address, except in this case the email addresses are hashed so no actual email addresses are exchanged. The partner is also contractually required not to use your User ID for any purpose (other than associating it with your account) until you or your friends visit the site.

When you visit a site or app using instant personalization, we provide the site or app with your User ID and your friend list (as well as your age range, locale, and gender). The site or app can then connect your account with that partner with your friends' accounts to make the site or app instantly social. The site can also access public information associated with any of the User IDs it receives, which it can use to make them instantly personalized. For example, if the site is a music site, it can access your music interests to suggest songs you may like, and access your friends' music interests to let you know what they are listening to. Of course it can only access your or your friends' music interests if they are public. If the site or app wants any additional information, it will have to get your specific permission.

Public search engines

Your public search setting controls whether people who enter your name on a public search engine may see your public timeline (including in sponsored results). You can find your public search setting on the “Ads, Apps and Websites” settings page.

This setting does not apply to search engines that access your information as an application using Facebook Platform. If you turn your public search setting off and then search for yourself on a public search engine, you may still see a preview of your timeline. This is because some search engines cache information for a period of time. You can learn more about how to request a search engine to remove you from cached information at:

<https://www.facebook.com/help/?faq=13323>

IV. How advertising and Sponsored Stories work

Personalized ads

We do not share any of your information with advertisers (unless, of course, you give us permission). As described in this policy, we may share your information when we have removed from it anything that personally identifies you or combined it with other information so that it no longer personally identifies you.

We use the information we receive, including the information you provide at registration or add to your account or timeline, to deliver ads and to make them more relevant to you. This includes all of the things you share and do on Facebook, such as the Pages you like or key words from your stories, and the things we infer from your use of Facebook. Learn more at: <https://www.facebook.com/help/?page=226611954016283>

When an advertiser creates an ad, they are given the opportunity to choose their audience by location, demographics, likes, keywords, and any other information we receive or can tell about you and other users. For example, an advertiser can choose to target 18 to 35 year-old women who live in the United States and like basketball. An advertiser could also choose to target certain topics or keywords, like “music” or even people who like a particular song or artist. If you indicate that you are interested in topics, such as by liking a Page, including topics such as products, brands, religion, health status, or political views, you may see ads related to those topics as well. We require advertisers to comply with our Advertising Guidelines, including provisions relating to the use of sensitive data. Try this tool yourself to see one of the ways advertisers target ads and what information they see at: <https://www.facebook.com/ads/create/>

If the advertiser chooses to run the ad (also known as placing the order), we serve the ad to people who meet the criteria the advertiser selected, but we do not tell the advertiser who any of those people are. So, for example, if a person views or otherwise interacts with the ad, the advertiser might infer that the person is an 18-to-35-year-old woman who lives in the U.S. and likes basketball. But we would not tell the advertiser who that person is.

After the ad runs, we provide advertisers with reports on how their ads performed. For example we give advertisers reports telling them how many users saw or clicked on their ads. But these reports are anonymous. We do not tell advertisers who saw or clicked on their ads.

Advertisers or their partners sometimes place cookies on your computer (or use other similar system technologies) in order to serve ads and to make their ads more effective. Learn more about [cookies, pixels and other system technologies](#).

Sometimes we allow advertisers to target a category of user, like a "moviegoer" or a "sci-fi fan." We do this by bundling characteristics that we believe are related to the category. For example, if a person "likes" the "Star Trek" Page and mentions "Star Wars" when they check into a movie theater, we may conclude that this person is likely to be a sci-fi fan. Advertisers of sci-fi movies, for example, could ask us to target "sci-fi fans" and we would target that group, which may include you. Or if you "like" Pages that are car-related and mention a particular car brand in a post, we might put you in the "potential car buyer" category and let a car brand target to that group, which would include you.

Ads + social context

Facebook Ads are sometimes paired with social actions your friends have taken. For example, an ad for a sushi restaurant may be paired with a news story that one of your friends likes that restaurant's Facebook page.

This is the same type of news story that could show up in your News Feed, only we place it next to a paid advertisement to make that ad more relevant and interesting.

When you show up in one of these news stories, we will only pair it with ads shown to your friends. If you do not want to appear in stories paired with Facebook Ads, you can opt out using your "[Edit social ads](#)" setting.

Learn what happens when you click "Like" on an advertisement or an advertiser's Facebook Page at:
<https://www.facebook.com/help/?faq=19399>

We may serve ads, including those with social context (or serve just social context), on other sites. These work just like the ads we serve on Facebook - the advertisers do not receive any of your information. Only people that could see the Facebook action (like on your timeline) would see it paired in this way.

Your "Show my social actions in Facebook Ads" setting only controls ads with social context. It does not control [Sponsored Stories](#), ads or information about Facebook's services and features, or other [Facebook content](#). Games, applications and websites can serve ads directly to you or help us serve ads to you or others if they have information like your User ID or email address.

Sponsored stories

Many of the things you do on Facebook (like "liking" a Page) are posted to your timeline and shared in News Feed. But there's a lot to read in News Feed. That's why we allow people to "sponsor" your stories to make sure your friends and subscribers see them. For example, if you RSVP to an event hosted by a local restaurant, that restaurant may want to make sure your friends see it so they can come too.

If they do sponsor a story, that story will appear in the same place ads usually do or in your News Feed under the heading "Sponsored" or something similar. Only people that could originally see the story can see the sponsored story, and no personal information about you (or your friends) is shared with the sponsor.

Your "Show my social actions in Facebook Ads" setting only controls ads with social context. It does not control [Sponsored Stories](#), ads or information about Facebook's services and features, or other [Facebook content](#).

Facebook content

We like to tell you about some of the features and tools your friends and others use on Facebook, to help you have a better experience. For example, if your friend uses our friend finder tool to find more friends on Facebook, we may tell you about it to encourage you to use it as well. This of course means your friend may similarly see suggestions based on the things you do. But we will try to only show it to friends that could benefit from your experience.

Your “Show my social actions in Facebook Ads” setting only controls ads with social context. It does not control Sponsored Stories, ads or information about Facebook's services and features, or other Facebook content.

V. Cookies, pixels and other similar technologies

Cookies are small pieces of data that are stored on your computer, mobile phone or other device. Pixels are small blocks of code on webpages that do things like allow another server to measure viewing of a webpage and often are used in connection with cookies.

We use technologies like cookies, pixels, and local storage (like on your browser or device, which is similar to a cookie but holds more information) to provide and understand a range of products and services. Learn more at: <https://www.facebook.com/help/cookies>

We use these technologies to do things like:

- make Facebook easier or faster to use;
- enable features and store information about you (including on your device or in your browser cache) and your use of Facebook;
- deliver, understand and improve advertising;
- monitor and understand the use of our products and services; and
- to protect you, others and Facebook.

For example, we may use them to know you are logged in to Facebook, to help you use social plugins and share buttons, or to know when you are interacting with our advertising or Platform partners.

We may ask advertisers or other partners to serve ads or services to computers, mobile phones or other devices, which may use a cookie, pixel or other similar technology placed by Facebook or the third party (although we would not share any other information that identifies you with an advertiser).

Most companies on the web use cookies (or other similar technological tools), including our advertising and Platform partners. For example, our Platform partners, advertisers or Page administrators may use cookies or similar technologies when you access their apps, ads, Pages or other content.

Cookies and things like local storage help make Facebook work, like allowing pages to load faster because certain content is stored on your browser or by helping us authenticate you to deliver personalized content.

To learn more about how advertisers generally use cookies and the choices advertisers provide, visit the Network Advertising Initiative at http://www.networkadvertising.org/managing/opt_out.asp, the Digital Advertising Alliance at <http://www.aboutads.info/>, the Internet Advertising Bureau (US) at <http://www.iab.net> or the Internet Advertising Bureau (EU) at <http://youronlinechoices.eu/>.

Refer to your browser or device's help material to learn what controls you can often use to remove or block cookies or other similar technologies or block or remove other data stored on your computer or device (such as by using the various settings in your browser). If you do this, it may affect your ability to use Facebook or other websites and apps.

VI. Some other things you need to know

Safe harbor

Facebook complies with the U.S.-EU and U.S.-Swiss Safe Harbor frameworks as set forth by the Department of Commerce regarding the collection, use, and retention of data from the European Union. To view our certification, visit the U.S. Department of Commerce's Safe Harbor website at: <https://safeharbor.export.gov/list.aspx>. As part of our

participation in the Safe Harbor program, we agree to resolve disputes you have with us in connection with our policies and practices through TRUSTe. If you would like to contact TRUSTe, visit: <https://feedback-form.truste.com/watchdog/request>

Contact us with questions or disputes

If you have questions or complaints regarding our Data Use Policy or practices, please contact us by mail at 1601 Willow Road, Menlo Park, CA 94025 if you reside in the U.S. or Canada, or at Facebook Ireland Ltd., Hanover Reach, 5-7 Hanover Quay, Dublin 2 Ireland if you live outside the U.S. or Canada. Anyone may also contact us through this help page: https://www.facebook.com/help/contact_us.php?id=173545232710000

Responding to legal requests and preventing harm

We may access, preserve and share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards. We may also access, preserve and share information when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of investigations; and to prevent death or imminent bodily harm. Information we receive about you, including financial transaction data related to purchases made with Facebook Credits, may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm. We also may retain information from accounts disabled for violations of our terms for at least a year to prevent repeat abuse or other violations of our terms.

Access requests

You can access and correct most of your personal data stored by Facebook by logging into your account and viewing your timeline and activity log. You can also download a copy of your personal data by visiting your “[Account Settings](#)”, clicking on “Download a copy of your Facebook data” and then clicking on the link for your expanded archive. Learn more at: <https://www.facebook.com/help/?faq=226281544049399>

Notifications and Other Messages

We may send you notifications and other messages using the contact information we have for you, like your email address. You can control most of the notifications you receive, including ones from Pages you like and applications you use, using controls we provide, such as a control included in the email you receive or in your “Notifications” settings.

Friend finder

We offer tools to help you upload your friends' contact information so that you and others can find friends on Facebook, and invite friends who do not use Facebook to join, and so we can offer you and others better experiences on Facebook through suggestions and other customized experiences. If you do not want us to store this information, visit this help page at: https://www.facebook.com/contact_importer/remove_uploads.php.

If you give us your password, we will delete it after you upload your friends' contact information.

Invitations

When you invite a friend to join Facebook, we send a message on your behalf using your name, and we may also include names and pictures of other people your friend might know on Facebook. We'll also send a few reminders to those you invite, but the invitation will also give your friend the opportunity to opt out of receiving other invitations to join Facebook.

Memorializing accounts

We may memorialize the account of a deceased person. When we memorialize an account, we keep the timeline on Facebook, but limit access and some features. You can report a deceased person's timeline at: https://www.facebook.com/help/contact.php?show_form=deceased

We also may close an account if we receive a formal request that satisfies certain criteria.

Affiliates

We may share information we receive with businesses that are legally part of the same group of companies that Facebook is part of, or that become part of that group (often these companies are called affiliates). Likewise, our affiliates may share information with us as well. This sharing is done in compliance with applicable laws including where such applicable laws require consent. We and our affiliates may use shared information to help provide, understand, and improve our services and their own services.

Service Providers

We give your information to the people and companies that help us provide, understand and improve the services we offer. For example, we may use outside vendors to help host our website, serve photos and videos, process payments, analyze data, conduct and publish research, measure the effectiveness of ads, or provide search results. In some cases we provide the service jointly with another company, such as the Facebook Marketplace. In all of these cases our partners must agree to only use your information consistent with the agreement we enter into with them, as well as this Data Use Policy.

Security and bugs

We do our best to keep your information secure, but we need your help. For more detailed information about staying safe on Facebook, visit the [Facebook Security Page](#). We try to keep Facebook up, bug-free and safe, but can't make guarantees about any part of our services or products.

Change of Control

If the ownership of our business changes, we may transfer your information to the new owner so they can continue to operate the service. But they will still have to honor the commitments we have made in this Data Use Policy.

Notice of Changes

If we make changes to this Data Use Policy we will notify you (for example, by publication here and on the [Facebook Site Governance Page](#)). If the changes are material, we will provide you additional, prominent notice as appropriate under the circumstances. You can make sure that you receive notice directly by liking the [Facebook Site Governance Page](#).

Opportunity to comment

Unless we make a change for legal or administrative reasons, or to correct an inaccurate statement, we will give you seven (7) days to provide us with comments on the change. After the comment period, if we adopt any changes, we will provide notice (for example, on the

EXHIBIT 8

Data Use Policy

Date of Last Revision: November 15, 2013

Information we receive and how it is used

- Information we receive about you
- Public information
- Usernames and User IDs
- How we use the information we receive
- Deleting and deactivating your account

Sharing and finding you on Facebook

- Control each time you post
- Control over your timeline
- Finding you on Facebook
- Access on phones and other devices
- Activity log
- What your friends and others share about you
- Groups
- Pages

Other websites and applications

- About Facebook Platform
- Controlling what information you share with applications
- Controlling what is shared when the people you share with use applications
- Logging in to another site using Facebook
- About social plugins
- About instant personalization
- Public search engines

Advertising and Facebook content

- Advertising
- Facebook content

Cookies, pixels and other similar technologies

Some other things you need to know

I. Information we receive and how it is used

Information we receive about you

We receive a number of different types of information about you, including:

Your information

Your information is the information that's required when you sign up for the site, as well as the information you choose to share.

- **Registration information:** When you sign up for Facebook, you are required to provide information such as your name, email address, birthday, and gender. In some cases, you may be able to register using other information, like your telephone number.
- **Information you choose to share:** Your information also includes the information you choose to share on Facebook, such as when you post a status update, upload a photo, or comment on a friend's story.

It also includes the information you choose to share when you communicate with us, such as when you contact us using an email address, or when you take an action, such as when you add a friend, like a Page or a website, add a place to your story, use our contact importers, or indicate you are in a relationship.

Your name, profile pictures, cover photos, gender, networks, username and User ID are treated just like information you choose to make public.

Your birthday allows us to do things like show you age-appropriate content and advertisements.

Information others share about you

We receive information about you from your friends and others, such as when they upload your contact information, post a photo of you, tag you in a photo or status update, or at a location, or add you to a group.

When people use Facebook, they may store and share information about you and others that they have, such as when they upload and manage their invites and contacts.

Other information we receive about you

We also receive other types of information about you:

- We receive data about you whenever you use or are running Facebook, such as when you look at another person's timeline, send or receive a message, search for a friend or a Page, click on, view or otherwise interact with things, use a Facebook mobile app, or make purchases through Facebook.
- When you post things like photos or videos on Facebook, we may receive additional related data (or metadata), such as the time, date, and place you took the photo or video.
- We receive data from or about the computer, mobile phone, or other devices you use to install Facebook apps or to access Facebook, including when multiple users log in from the same device. This may include network and communication information, such as your IP address or mobile phone number, and other information about things like your internet service, operating system, location, the type (including identifiers) of the device or browser you use, or the pages you visit. For example, we may get your GPS or other location information so we can tell you if any of your friends are nearby, or we could request device information to improve how our apps work on your device.
- We receive data whenever you visit a game, application, or website that uses Facebook Platform or visit a site with a Facebook feature (such as a social plugin), sometimes through cookies. This may include the date and time you visit the site; the web address, or URL, you're on; technical information about the IP address, browser and the operating system you use; and, if you are logged in to Facebook, your User ID.
- Sometimes we get data from our affiliates or our advertising partners, customers and other third parties that helps us (or them) deliver ads, understand online activity, and generally make Facebook better. For example, an

advertiser may tell us information about you (like how you responded to an ad on Facebook or on another site) in order to measure the effectiveness of - and improve the quality of - ads.

As described in "[How we use the information we receive](#)" we also put together data from the information we already have about you, your friends, and others, so we can offer and suggest a variety of services and features. For example, we may make friend suggestions, pick stories for your News Feed, or suggest people to tag in photos. We may put together your current city with GPS and other location information we have about you to, for example, tell you and your friends about people or events nearby, or offer deals to you in which you might be interested. We may also put together data about you to serve you ads or other content that might be more relevant to you.

When we get your GPS location, we put it together with other location information we have about you (like your current city). But we only keep it until it is no longer useful to provide you services, like keeping your last GPS coordinates to send you relevant notifications.

We only provide data to our advertising partners or customers after we have removed your name and any other personally identifying information from it, or have combined it with other people's data in a way that it no longer personally identifies you.

Public information

When we use the phrase "public information" (which we sometimes refer to as "Everyone information"), we mean the information you choose to make public, as well as information that is always publicly available.

Information you choose to make public

Choosing to make your information public is exactly what it sounds like: **anyone**, including people off Facebook, will be able to see it. [Learn more](#).

Choosing to make your information public also means that this information:

- can be associated with you (i.e., your name, profile pictures, cover photos, timeline, User ID, username, etc.) even off Facebook;
- can show up when someone does a search on Facebook or on a public search engine;
- will be accessible to the Facebook-integrated games, applications, and websites you and your friends use; and
- will be accessible to anyone who uses our APIs such as our [Graph API](#).

Sometimes you will not be able to select an audience when you post something (like when you write on a Page's wall or comment on a news article that uses our comments plugin). This is because some types of stories are always public stories. As a general rule, you should assume that if you do not see a [sharing icon](#), the information will be publicly available.

When others share information about you, they can also choose to make it public.

Information that is always publicly available

The types of information listed below are always publicly available, and they are treated just like information you decided to make public:

- **Name:** This helps your friends and family find you. If you are uncomfortable sharing your real name, you can always [delete](#) your account.
- **Profile Pictures and Cover Photos:** These help your friends and family recognize you. If you are uncomfortable making any of these photos public, you can always delete them. Unless you delete them, when you add a new profile picture or cover photo, the previous photo will remain public in your profile picture or cover photo album.
- **Networks:** This helps you see who you will be sharing information with before you choose "Friends and Networks" as a custom audience. If you are uncomfortable making your network public, you can [leave the network](#).

- **Gender:** This allows us to refer to you properly.
- **Username and User ID:** These allow you to give out a custom link to your timeline or Page, receive email at your Facebook email address, and help make Facebook Platform possible.

Username and User IDs

Username and User IDs are the same thing – a way to identify you on Facebook. A User ID is a string of numbers and a username generally is some variation of your name. With your username, you get a custom link (a Facebook URL, such as www.facebook.com/username) to your timeline that you can give out to people or post on external websites.

If someone has your Username or User ID, they can use it to access information about you through the facebook.com website. For example, if someone has your Username, they can type facebook.com/Username into their browser and see your public information as well as anything else you've let them see. Similarly, someone with your Username or User ID can access information about you through our APIs, such as our [Graph API](#). Specifically, they can access your public information, along with your age range, language and country.

If you do not want your information to be accessible to Platform applications, you can turn off all Platform applications from your [Privacy Settings](#). If you turn off Platform you will no longer be able to use any games or other applications until you turn Platform back on. For more information about the information that apps receive when you visit them, see [Other websites and applications](#).

If you want to see information available about you through our Graph API, just type

[https://graph.facebook.com/\[User ID or Username\]?metadata=1](https://graph.facebook.com/[User ID or Username]?metadata=1) into your browser.

Your Facebook email address includes your public username like so: username@facebook.com. People can use your Facebook email address to send you messages and anyone in a message conversation can reply to it.

How we use the information we receive

We use the information we receive about you in connection with the services and features we provide to you and other users like your friends, our partners, the advertisers that purchase ads on the site, and the developers that build the games, applications, and websites you use. For example, in addition to helping people see and find things that you do and share, we may use the information we receive about you:

- as part of our efforts to keep Facebook products, services and integrations safe and secure;
- to protect Facebook's or others' rights or property;
- to provide you with location features and services, like telling you and your friends when something is going on nearby;
- to measure or understand the effectiveness of ads you and others see, including to deliver relevant ads to you;
- to make suggestions to you and other users on Facebook, such as: suggesting that your friend use our contact importer because you found friends using it, suggesting that another user add you as a friend because the user imported the same email address as you did, or suggesting that your friend tag you in a picture they have uploaded with you in it; and
- for internal operations, including troubleshooting, data analysis, testing, research and service improvement.

Granting us permission to use [your information](#) not only allows us to provide Facebook as it exists today, but it also allows us to provide you with innovative features and services we develop in the future that use the information we receive about you in new ways.

While you are allowing us to use the information we receive about you, you always own all of your information. Your trust is important to us, which is why we don't share information we receive about you with others unless we have:

- received your permission;
- given you notice, such as by telling you about it in this policy; or
- removed your name and any other personally identifying information from it.

Of course, for information others share about you, they control how it is shared.

We store data for as long as it is necessary to provide products and services to you and others, including those described above. Typically, information associated with your account will be kept until your account is deleted. For certain categories of data, we may also tell you about specific data retention practices.

We may enable access to public information that has been shared through our services.

We may allow service providers to access information so they can help us provide services.

We are able to suggest that your friend tag you in a picture by scanning and comparing your friend's pictures to information we've put together from your profile pictures and the other photos in which you've been tagged. If this feature is enabled for you, you can control whether we suggest that another user tag you in a photo using the "Timeline and Tagging" settings. Learn more at: <https://www.facebook.com/help/tag-suggestions>

Deleting and deactivating your account

If you want to stop using your account, you can either **deactivate** or **delete** it.

Deactivate

Deactivating your account puts your account on hold. Other users will no longer see your timeline, but we do not delete any of your information. Deactivating an account is the same as you telling us not to delete any information because you might want to reactivate your account at some point in the future. You can deactivate your account at:

<https://www.facebook.com/settings?tab=security>

Your friends will still see you listed in their list of friends while your account is deactivated.

Deletion

When you delete your account, it is permanently deleted from Facebook. It typically takes about one month to delete an account, but some information may remain in backup copies and logs for up to 90 days. You should only delete your account if you are sure you never want to reactivate it. You can delete your account at:

https://www.facebook.com/help/contact.php?show_form=delete_account

Learn more at: <https://www.facebook.com/help/?faq=356107851084108>

Certain information is needed to provide you with services, so we only delete this information after you delete your account. Some of the things you do on Facebook aren't stored in your account, like posting to a group or sending someone a message (where your friend may still have a message you sent, even after you delete your account). That information remains after you delete your account.

II. Sharing and finding you on Facebook

Control each time you post

Whenever you post content (like a status update, photo or check-in), you can select a specific audience, or even customize your audience. To do this, simply click on the sharing icon and choose who can see it.

Choose this icon if you want to make something **Public**. Choosing to make something public is exactly what it sounds like. It means that anyone, including people off Facebook, will be able to see or access it.

Choose this icon if you want to share with your Facebook **Friends**.

Choose this icon if you want to **Customize** your audience. You can also use this to hide your story from specific people.

If you tag someone, that person and their friends can see your story no matter what audience you selected. The same is true when you approve a tag someone else adds to your story.

Always think before you post. Just like anything else you post on the web or send in an email, information you share on

Facebook can be copied or re-shared by anyone who can see it.

Although you choose with whom you share, there may be ways for others to determine information about you. For example, if you hide your birthday so no one can see it on your timeline, but friends post "happy birthday!" on your timeline, people may determine your birthday.

When you comment on or "like" someone else's story, or write on their timeline, that person gets to select the audience. For example, if a friend posts a Public story and you comment on it, your comment will be Public. Often, you can see the audience someone selected for their story before you post a comment; however, the person who posted the story may later change their audience. So, if you comment on a story, and the story's audience changes, the new audience can see your comment.

You can control who can see the Facebook Pages you've "liked" by visiting your timeline, clicking on the Likes box on your timeline, and then clicking "Edit."

Sometimes you will not see a sharing icon when you post something (like when you write on a Page's wall or comment on a news article that uses our comments plugin). This is because some types of stories are always public stories. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.

Control over your timeline

Whenever you add things to your timeline you can select a specific audience, or even customize your audience. To do this, simply click on the sharing icon and choose who can see it.

Choose this icon if you want to make something **Public**. Choosing to make something public is exactly what it sounds like. It means that anyone, including people off Facebook, will be able to see or access it.

Choose this icon if you want to share with your Facebook **Friends**.

Choose this icon if you want to **Customize** your audience. You can also use this to hide the item on your timeline from specific people.

When you select an audience for your friend list, you are only controlling who can see the entire list of your friends on your timeline. We call this a timeline visibility control. This is because your friend list is always available to the games, applications and websites you use, and your friendships may be visible elsewhere (such as on your friends' timelines or in searches). For example, if you select "Only Me" as the audience for your friend list, but your friend sets her friend list to "Public," anyone will be able to see your connection on your friend's timeline.

Similarly, if you choose to hide your gender, it only hides it on your timeline. This is because we, just like the applications you and your friends use, need to use your gender to refer to you properly on the site.

When someone tags you in a story (such as a photo, status update or check-in), you can choose whether you want that story to appear on your timeline. You can either approve each story individually or approve all stories by your friends. If you approve a story and later change your mind, you can remove it from your timeline.

When you hide things on your timeline, like posts or connections, it means those things will not appear on your timeline. But, remember, anyone in the audience of those posts or who can see a connection may still see it elsewhere, like on someone else's timeline or in search results. You can also delete your posts or change the audience of content you post, which means you can remove people from or add people to the audience of the content.

People on Facebook may be able to see mutual friends, even if they cannot see your entire list of friends.

Some things (like your name, profile pictures and cover photos) do not have sharing icons because they are always publicly available. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.

Finding you on Facebook

To make it easier for your friends to find you, we allow anyone with your contact information (such as email address or telephone number) to find you through the Facebook search bar at the top of most pages, as well as other tools we provide, such as contact importers - even if you have not shared your contact information with them on Facebook.

You can choose who can look up your timeline using the email address or telephone number you added to your timeline through your Privacy Settings. But remember that people can still find you or a link to your timeline on Facebook through other people and the things they share about you or through other posts, like if you are tagged in a friend's photo or post something to a public page.

Your settings do not control whether people can find you or a link to your timeline when they search for content they have permission to see, like a photo or other story in which you've been tagged.

Access on phones and other devices

Once you share information with your friends and others, they may be able to sync it with or access it via their mobile phones and other devices. For example, if you share a photo on Facebook, someone viewing that photo could save it using Facebook tools or by other methods offered by their device or browser. Similarly, if you share your contact information with someone or invite someone to an event, they may be able to use Facebook or third party applications or devices to sync that information. Or, if one of your friends has a Facebook application on one of their devices, your information (such as the things you post or photos you share) may be stored on or accessed by their device.

You should only share information with people you trust because they will be able to save it or re-share it with others, including when they sync the information to a device.

Activity log

Your activity log is a place where you can go to view most of your information on Facebook, including things you've hidden from your timeline. You can use this log to manage your content. For example, you can do things like delete stories, change the audience of your stories or stop an application from publishing to your timeline on your behalf.

When you hide something from your timeline, you are not deleting it. This means that the story may be visible elsewhere, like in your friends' News Feed. If you want to delete a story you posted, choose the delete option.

What your friends and others share about you

Links and Tags

Anyone can add a link to a story. Links are references to something on the Internet; anything from a website to a Page or timeline on Facebook. For example, if you are writing a story, you might include a link to a blog you are referencing or a link to the blogger's Facebook timeline. If someone clicks on a link to another person's timeline, they'll only see the things that they are allowed to see.

A tag is a special type of link to someone's timeline that suggests that the tagged person add your story to their timeline. In cases where the tagged person isn't included in the audience of the story, it will add them so they can see it. Anyone can tag you in anything. Once you are tagged, you and your friends will be able to see it (such as in News Feed or in search).

You can choose whether a story you've been tagged in appears on your timeline. You can either approve each story individually or approve all stories by your friends. If you approve a story and later change your mind, you can always remove it from your timeline.

If you do not want someone to tag you, we encourage you to reach out to them and give them that feedback. If that does not work, you can block them. This will prevent them from tagging you going forward.

Social reporting is a way for people to quickly and easily ask for help from someone they trust. Learn more at: https://www.facebook.com/note.php?note_id=196124227075034&_adt=3&_att=iframe

If you are linked to in a private space (such as a message or a group) only the people who can see the private space can see the link. Similarly, if you are linked to a comment, only the people who can see the comment can see the link.

Other information

As described in the "what your friends and others share about you" section of this policy, your friends and others may share information about you. They may share photos or other information about you and tag you in their posts. If you do not like a particular post, tell them or report the post.

Groups

Once you are in a Group, anyone in that Group can add you to a subgroup. When someone adds you to a Group, you will be listed as "invited" until you visit the Group. You can always leave a Group, which will prevent others from adding you to it again.

Pages

Facebook Pages are public pages. Companies use Pages to share information about their products. Celebrities use Pages to talk about their latest projects. And communities use Pages to discuss topics of interest, everything from baseball to the opera.

Because Pages are public, information you share with a Page is public information. This means, for example, that if you post a comment on a Page, that comment may be used by the Page owner off Facebook, and anyone can see it.

When you "like" a Page, you create a connection to that Page. The connection is added to your timeline and your friends may see it in their News Feeds. You may be contacted by or receive updates from the Page, such as in your News Feed and your messages. You can remove the Pages you've "liked" through your timeline or on the Page.

Some Pages contain content that comes directly from the Page owner. Page owners can do this through online plugins, such as an iframe, and it works just like the games and other applications you use through Facebook. Because this content comes directly from the Page owner, that Page may be able to collect information about you, just like any website.

Page administrators may have access to insights data, which will tell them generally about the people that visit their Page (as opposed to information about specific people). They may also know when you've made a connection to their Page because you've liked their Page or posted a comment.

To control who can see the Facebook Pages you've liked, visit our Help Center.

III. Other websites and applications

About Facebook Platform

Facebook Platform (or simply Platform) refers to the way we help you share your information with the games, applications, and websites you and your friends use. Facebook Platform also lets you bring your friends with you, so you can connect with them off Facebook. In these two ways, Facebook Platform helps you make your experiences on the web more personalized and social.

Remember that these games, applications and websites are created and maintained by other businesses and developers who are not part of, or controlled by, Facebook, so you should always make sure to read their terms of service and privacy policies to understand how they treat your data.

Controlling what information you share with applications

When you connect with a game, application or website - such as by going to a game, logging in to a website using your Facebook account, or adding an app to your timeline - we give the game, application, or website (sometimes referred to as just "applications" or "apps") your basic info (we sometimes call this your "public profile"), which includes your User ID and your public information. We also give them your friends' User IDs (also called your friend list) as part of your basic info.

Your friend list helps the application make your experience more social because it lets you find your friends on that application. Your User ID helps the application personalize your experience because it can connect your account on that application with your Facebook account, and it can access your basic info, which includes your public information and friend list. This includes the information you choose to make public, as well as information that is always publicly available. If the application needs additional information, such as your stories, photos or likes, it will have to ask you for specific permission.

The “Apps” setting lets you control the applications you use. You can see the permissions you have given these applications, the last time an application accessed your information, and the audience on Facebook for timeline stories and activity the application posts on your behalf. You can also remove applications you no longer want, or turn off all Platform applications. When you turn all Platform applications off, your User ID is no longer given to applications, even when your friends use those applications. But you will no longer be able to use any games, applications or websites through Facebook.

When you first visit an app, Facebook lets the app know your language, your country, and whether you are in an age group, for instance, under 18, between 18-20, or 21 and over. Age range lets apps provide you with age-appropriate content. If you install the app, it can access, store and update the information you’ve shared. Apps you’ve installed can update their records of your basic info, age range, language and country. If you haven’t used an app in a while, you should consider removing it. Once you remove an app, it won’t be able to continue to update the additional information you’ve given them permission to access, but it may still hold the information you have already shared. You always can contact the app directly and request that they delete your data. Learn more at: <https://www.facebook.com/help/how-apps-work>

Sometimes a game console, mobile phone, or other device might ask for permission to share specific information with the games and applications you use on that device. If you say okay, those applications will not be able to access any other information about you without asking specific permission from you or your friends.

Sites and apps that use Instant Personalization receive your User ID and friend list when you visit them.

You always can remove apps you’ve installed by using your app settings at: <https://www.facebook.com/settings/?tab=applications>. But remember, apps may still be able to access your information when the people you share with use them. And, if you’ve removed an application and want it to delete the information you’ve already shared with it, you should contact the application. Visit the application’s page on Facebook or its own website to learn more about the app. For example, Apps may have reasons (e.g. legal obligations) to retain some data that you share with them.

Controlling what is shared when the people you share with use applications

Just like when you share information by email or elsewhere on the web, information you share on Facebook can be re-shared. This means that if you share something on Facebook, anyone who can see it can share it with others, including the games, applications, and websites they use.

Your friends and the other people you share information with often want to share your information with applications to make their experiences on those applications more personalized and social. For example, one of your friends might want to use a music application that allows them to see what their friends are listening to. To get the full benefit of that application, your friend would want to give the application her friend list – which includes your User ID – so the application knows which of her friends is also using it. Your friend might also want to share the music you “like” on Facebook. If you have made that information public, then the application can access it just like anyone else. But if you’ve shared your likes with just your friends, the application could ask your friend for permission to share them.

You can control most of the information other people can share with applications they use from the “App” settings page. But these controls do not let you limit access to your public information and friend list.

If you want to completely block applications from getting your information when your friends and others use them, you will need to turn off all Platform applications. This means that you will no longer be able to use any third-party Facebook-integrated games, applications or websites.

If an application asks permission from someone else to access your information, the application will be allowed to use

that information only in connection with the person that gave the permission, and no one else.

For example, some apps use information such as your friends list, to personalize your experience or show you which of your friends use that particular app.

Logging in to another site using Facebook

Facebook Platform lets you log into other applications and websites using your Facebook account. When you log in using Facebook, we give the site your User ID (just like when you connect with any other application), but we do not share your email address or password with that website through this process without your permission.

If you already have an account on that website, the site may also be able to connect that account with your Facebook account. Sometimes it does this using what is called an "email hash", which is similar to searching for someone on Facebook using an email address. Only the email addresses in this case are hashed so no email addresses are actually shared between Facebook and the website.

How it works

The website sends over a hashed version of your email address, and we match it with a database of email addresses that we have also hashed. If there is a match, then we tell the website the User ID associated with the email address. This way, when you log into the website using Facebook, the website can link your Facebook account to your account on that website.

About social plugins

Social plugins are buttons, boxes, and stories (such as the Like button) that other websites can use to present Facebook content to you and create more social and personal experiences for you. While you view these buttons, boxes, and stories on other sites, the content comes directly from Facebook.

Sometimes plugins act just like applications. You can spot one of these plugins because it will ask you for permission to access your information or to publish information back to Facebook. For example, if you use a registration plugin on a website, the plugin will ask your permission to share your basic info with the website to make it easier for you to register for the website. Similarly, if you use an "Add To Timeline" plugin, the plugin will ask for your permission to publish stories about your activities on that website to Facebook.

If you make something public using a plugin, such as posting a public comment on a newspaper's website, then that website can access your comment (along with your User ID) just like everyone else.

If you post something using a social plugin and you do not see a sharing icon, you should assume that story is Public. For example, if you post a comment through a Facebook comment plugin on a site, your story is Public and everyone, including the website, can see your story.

Websites that use social plugins can sometimes tell that you have engaged with the social plugin. For example, they may know that you clicked on a Like button in a social plugin.

We receive data when you visit a site with a social plugin. We keep this data for a maximum of 90 days. After that, we remove your name and any other personally identifying information from the data, or combine it with other people's data in a way that it is no longer associated with you. Learn more at: <https://www.facebook.com/help/social-plugins>

About instant personalization

Instant personalization (sometimes also referred to as "Start now") is a way for Facebook to help partners (such as Bing and Rotten Tomatoes) on and off Facebook to create a more personalized and social experience for logged in users than a [social plugin](#) can offer. When you visit a site or app using instant personalization, it will know some information about you and your friends the moment you arrive. This is because sites and apps using instant personalization can access your User ID, your friend list, and your [public information](#).

The first time you visit a site or app using instant personalization, you will see a notification letting you know that the

site or app has partnered with Facebook to provide a personalized experience.

The notification will give you the ability to disable or turn off instant personalization for that site or app. If you do that, that site or app is required to delete all of the information about you it received from Facebook as part of the instant personalization program. In addition, we will prevent that site from accessing your information in the future, even when your friends use that site.

If you decide that you do not want to experience instant personalization for all partner sites and apps, you can disable instant personalization from the “Apps” settings page.

If you turn off instant personalization, these partner third party sites and apps will not be able to access your public information, even when your friends visit those sites.

If you turn off an instant personalization site or app after you have been using it or visited it a few times (or after you have given it specific permission to access your data), it will not automatically delete information about you it received through Facebook. Like all other apps, the site is required by our policies to delete information about you if you ask it to do so.

How it works

To join the instant personalization program, a potential partner must enter into an agreement with us designed to protect your privacy. For example, this agreement requires that the partner delete information about you if you turn off instant personalization when you first visit the site or app. It also prevents the partner from accessing any information about you until you or your friends visit its site.

Instant personalization partners sometimes use an email hash process to see if any of their users are on Facebook and get those users' User IDs. This process is similar to searching for someone on Facebook using an email address, except in this case, the email addresses are hashed so no actual email addresses are exchanged. The partner is also contractually required not to use your User ID for any purpose (other than associating it with your account) until you or your friends visit the site.

When you visit a site or app using instant personalization, we provide the site or app with your User ID and your friend list (as well as your age range, locale, and gender). The site or app can then connect your account with your friends' accounts to make the site or app instantly social. The site can also access public information associated with any of the User IDs it receives, which it can use to make them instantly personalized. For example, if the site is a music site, it can access your music interests to suggest songs you may like, and access your friends' music interests to let you know what they are listening to. Of course it can only access your or your friends' music interests if they are public. If the site or app wants any additional information, it will have to get your specific permission.

Public search engines

Your public search setting controls whether people who enter your name on a public search engine may see your public timeline (including in sponsored results). You can find your public search setting on the “Privacy Settings and Tools” settings page.

This setting does not apply to search engines that access your information as an application using Facebook Platform. If you turn your public search setting off and then search for yourself on a public search engine, you may still see a preview of your timeline. This is because some search engines cache information for a period of time. You can learn more about how to request a search engine to remove you from cached information at:

<https://www.facebook.com/help/?faq=13323>

IV. Advertising and Facebook content

Advertising

Facebook offers a range of products that allow advertisers to reach people on and off Facebook. In addition to the

information we provide in this section, you can also learn more about advertising products, how they work, our partnerships, and the controls you have, by visiting our "[Advertising on Facebook](#)" page.

When we deliver ads, we do not share your information (information that personally identifies you, such as your name or contact information) with advertisers unless you give us permission. We may provide advertisers with information when we have removed your name and other personally identifying information from it, or combined it with other information so that it no longer personally identifies you. For example, we may tell an advertiser how its ads perform or how many people viewed or clicked on their ads or install an app after seeing an ad.

So we can show you content that you may find interesting, we may use all of the information we receive about you to serve ads that are more relevant to you. For example, this includes:

- information you provide at registration or add to your account or timeline,
- things you share and do on Facebook, such as what you like, and your interactions with advertisements, partners, or apps,
- keywords from your stories, and
- things we infer from your use of Facebook.

For many ads we serve, advertisers may choose their audience by location, demographics, likes, keywords, and any other information we receive or infer about users. Here are some of the ways advertisers may target relevant ads:

- demographics and interests: for example, 18 to 35 year-old women who live in the United States and like basketball;
- topics or keywords: for example, "music" or people who like a particular song or artist;
- Page likes (including topics such as products, brands, religion, health status, or political views): for example, if you like a Page about gluten-free food, you may receive ads about relevant food products; or
- categories (including things like "moviegoer" or a "sci-fi fan"): for example, if a person "likes" the "Star Trek" Page and mentions "Star Wars" when they check into a movie theater, we may infer that this person is likely to be a sci-fi fan and advertisers of sci-fi movies could ask us to target that category.

In addition to delivering relevant ads, Facebook sometimes pairs ads with social context, meaning stories about social actions that you or your friends have taken. For example, an ad for a sushi restaurant's Facebook Page may be paired with a News Feed story that one of your friends likes that Page.

We also sometimes serve these same types of ads on other sites or may serve just the social context (such as with ads served by others), so that the ads are more relevant to you. Just like any other content you share on Facebook, only people who you're already sharing with on Facebook would see it when it is paired with an ad. We also allow advertisers to reach people on Facebook using the information they already have about you (such as email addresses or whether you have visited their websites previously). You can learn more about ads, social context, and our partnerships, including the relevant settings and controls available to you, by visiting the [Advertising on Facebook](#) page.

If an advertiser chooses to run ads, we serve the ads to people who meet criteria the advertiser selects. So, if someone views or otherwise interacts with the ad, the advertiser might assume that the person meets the criteria they selected (for example, that the person is an 18-to-35-year-old woman who lives in the U.S. and likes basketball). We require advertisers to comply with our [Advertising Guidelines](#), including provisions relating to the use of sensitive data.

Advertisers and their partners sometimes use cookies or other similar technologies in order to serve and measure ads and to make their ads more effective. [Learn more about cookies, pixels and similar technologies.](#)

When you post a story on Facebook and an advertiser sponsors it, nothing changes about the audience of the post. Only the people who could originally see the post (the people you shared it with) are eligible to see it.

Facebook content

We like to tell you about some of the features and tools your friends and others use on Facebook, to help you have a

better experience. For example, if your friend uses our friend finder tool to find more friends on Facebook, we may tell you about it to encourage you to use it as well. This of course means your friend may similarly see suggestions based on the things you do. But we will try to only show it to friends that could benefit from your experience.

V. Cookies, pixels and other similar technologies

Cookies are small pieces of data that are stored on your computer, mobile phone or other device. Pixels are small blocks of code on webpages that do things like allow another server to measure viewing of a webpage and often are used in connection with cookies.

We use technologies like cookies, pixels, and local storage (like on your browser or device, which is similar to a cookie but holds more information) to provide and understand a range of products and services. Learn more at: <https://www.facebook.com/help/cookies>

We use these technologies to do things like:

- make Facebook easier or faster to use;
- enable features and store information about you (including on your device or in your browser cache) and your use of Facebook;
- deliver, understand and improve advertising;
- monitor and understand the use of our products and services; and
- protect you, others and Facebook.

For example, we may use these tools to know you are logged in to Facebook, to help you use social plugins and share buttons, or to know when you are interacting with our advertising or Platform partners.

We may ask advertisers or other partners to serve ads or services to computers, mobile phones or other devices, which may use a cookie, pixel or other similar technology placed by Facebook or the third party (although we would not share information that personally identifies you with an advertiser).

Most companies on the web use cookies (or other similar technological tools), including our advertising and Platform partners. For example, our Platform partners, advertisers or Page administrators may use cookies or similar technologies when you access their apps, ads, Pages or other content.

Cookies and things like local storage help make Facebook work, like allowing pages to load faster because certain content is stored on your browser or by helping us authenticate you to deliver personalized content.

To learn more about how advertisers generally use cookies and the choices advertisers provide, visit the Network Advertising Initiative at http://www.networkadvertising.org/managing/opt_out.asp, the Digital Advertising Alliance at <http://www.aboutads.info/>, the Internet Advertising Bureau (US) at <http://www.iab.net> or the Internet Advertising Bureau (EU) at <http://youronlinechoices.eu/>.

Refer to your browser or device's help material to learn what controls you can often use to remove or block cookies or other similar technologies or block or remove other data stored on your computer or device (such as by using the various settings in your browser). If you do this, it may affect your ability to use Facebook or other websites and apps.

VI. Some other things you need to know

Safe harbor

Facebook complies with the U.S.-EU and U.S.-Swiss Safe Harbor frameworks as set forth by the Department of Commerce regarding the collection, use, and retention of data from the European Union. To view our certification, visit the U.S. Department of Commerce's Safe Harbor website at: <https://safeharbor.export.gov/list.aspx>. As part of our participation in the Safe Harbor program, we agree to resolve disputes you have with us in connection with our policies and practices through TRUSTe. If you would like to contact TRUSTe, visit: <https://feedback-form.truste.com/watchdog/request>

Contact us with questions or disputes

If you have questions or complaints regarding our Data Use Policy or practices, please contact us by mail at 1601 Willow Road, Menlo Park, CA 94025 if you reside in the U.S. or Canada, or at Facebook Ireland Ltd., Hanover Reach, 5-7 Hanover Quay, Dublin 2 Ireland if you live outside the U.S. or Canada. Anyone may also contact us through this help page: https://www.facebook.com/help/contact_us.php?id=173545232710000

Responding to legal requests and preventing harm

We may access, preserve and share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards. We may also access, preserve and share information when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of investigations; or to prevent death or imminent bodily harm.

Information we receive about you, including financial transaction data related to purchases made with Facebook, may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm. We also may retain information from accounts disabled for violations of our terms for at least a year to prevent repeat abuse or other violations of our terms.

Access requests

You can access and correct most of your personal data stored by Facebook by logging into your account and viewing your timeline and activity log. You can also download a copy of your personal data by visiting your “[Settings](#)” (General Account Settings page), clicking on “Download a copy of your Facebook data” and then clicking on the link for your expanded archive. Learn more at: <https://www.facebook.com/help/?faq=226281544049399>

Notifications and Other Messages

We may send you notifications and other messages using the contact information we have for you, like your email address. You can control most of the notifications you receive, including ones from Pages you like and applications you use, using controls we provide, such as a control included in the email you receive or in your “[Notifications](#)” settings.

Friend Finder

We offer tools to help you upload your friends' contact information so that you and others can find friends on Facebook, and invite friends who do not use Facebook to join, and so we can offer you and others better experiences on Facebook through suggestions and other customized experiences. If you do not want us to store this information, visit this help page at: https://www.facebook.com/contact_importer/remove_uploads.php.

If you give us your password, we will delete it after you upload your friends' contact information.

Invitations

When you invite a friend to join Facebook, we send a message on your behalf using your name, and we may also include names and pictures of other people your friend might know on Facebook. We'll also send a few reminders to those you invite, but the invitation will also give your friend the opportunity to opt out of receiving other invitations to join Facebook.

Memorializing accounts

We may memorialize the account of a deceased person. When we memorialize an account, we keep the timeline on Facebook, but limit access and some features. You can report a deceased person's timeline at: https://www.facebook.com/help/contact.php?show_form=deceased

We also may close an account if we receive a formal request that satisfies certain criteria.

Affiliates

We may share information we receive with businesses that are legally part of the same group of companies that Facebook is part of, or that become part of that group (often these companies are called affiliates). Likewise, our

affiliates may share information with us as well. This sharing is done in compliance with applicable laws including where such applicable laws require consent. We and our affiliates may use shared information to help provide, understand, and improve our services and their own services.

Service Providers

We give your information to the people and companies that help us provide, understand and improve the services we offer. For example, we may use outside vendors to help host our website, serve photos and videos, process payments, analyze data, conduct and publish research, measure the effectiveness of ads, or provide search results. In some cases we provide the service jointly with another company, such as the Facebook Marketplace. In all of these cases our partners must agree to only use your information consistent with the agreement we enter into with them, as well as this Data Use Policy.

Security and bugs

We do our best to keep your information secure, but we need your help. For more detailed information about staying safe on Facebook, visit the [Facebook Security Page](#). We try to keep Facebook up, bug-free and safe, but can't make guarantees about any part of our services or products.

Change of Control

If the ownership of our business changes, we may transfer your information to the new owner so they can continue to operate the service. But they will still have to honor the commitments we have made in this Data Use Policy.

Notice of Changes

If we make changes to this Data Use Policy we will notify you (for example, by publication here and on the [Facebook Site Governance Page](#)). If the changes are material, we will provide you additional, prominent notice as appropriate under the circumstances. You can make sure that you receive notice directly by liking the [Facebook Site Governance Page](#).

Opportunity to comment

Unless we make a change for legal or administrative reasons, or to correct an inaccurate statement, we will give you seven (7) days to provide us with comments on the change. After the comment period, if we adopt any changes, we will provide notice (for example, on the [Facebook Site Governance Page](#) or in this policy) of the effective date.

Information for users outside of the United States and Canada

Company Information: The website under www.facebook.com and the services on these pages are being offered to users outside of the U.S. and Canada by Facebook Ireland Ltd., Hanover Reach, 5-7 Hanover Quay, Dublin 2 Ireland. The company Facebook Ireland Ltd. has been established and registered in Ireland as a private limited company, Company Number: 462932, and is the data controller responsible for your personal information. Directors: Sonia Flynn (Irish), Shane Crehan (Irish).

Your California privacy rights

California law permits residents of California to request certain details about what personal information a company shares with third parties for the third parties' direct marketing purposes. Facebook does not share your information with third parties for the third parties' own and independent direct marketing purposes unless we receive your permission. Learn more about the [information we receive and how it is used](#) and [other websites and applications](#). If you have questions about our sharing practices or your rights under California law, please write us at 1601 Willow Road, Menlo Park,

EXHIBIT 9

Date of Last Revision: January 30, 2015

We give you the power to share as part of our mission to make the world more open and connected. This policy describes what information we collect and how it is used and shared. You can find additional tools and information at [Privacy Basics](#).

As you review our policy, keep in mind that it applies to all Facebook brands, products and services that do not have a separate privacy policy or that link to this policy, which we call the [“Facebook Services”](#) or [“Services.”](#)

I. What kinds of information do we collect?

Depending on which Services you use, we collect different kinds of information from or about you.

- **Things you do and information you provide.** We collect the content and other information you provide when you use our Services, including when you sign up for an account, create or share, and message or communicate with others. This can include information in or about the content you provide, such as the location of a photo or the date a file was created. We also collect information about how you use our Services, such as the types of content you view or engage with or the frequency and duration of your activities.
- **Things others do and information they provide.** We also collect content and information that other people provide when they use our Services, including information about you, such as when they share a photo of you, send a message to you, or upload, sync or import your contact information.
- **Your networks and connections.** We collect information about the people and groups you are connected to and how you interact with them, such as the people you communicate with the most or the groups you like to share with. We also collect contact information you provide if you upload, sync or import this information (such as an address book) from a device.
- **Information about payments.** If you use our Services for purchases or financial transactions (like when you buy something on Facebook, make a purchase in a game, or make a donation), we collect information about the purchase or transaction. This includes your payment information, such as your credit or debit card number and other card information, and other account and authentication information, as well as billing, shipping and contact details.
- **Device information.** We collect information from or about the computers, phones, or other devices where you install or access our Services, depending on the permissions you’ve granted. We may associate the information we collect from your different devices, which helps us provide consistent Services across your devices. Here are some examples of the information we collect:
 - Attributes such as the operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers.
 - Device locations, including specific geographic locations, such as through GPS, Bluetooth, or WiFi signals.
 - Connection information such as the name of your mobile operator or ISP, browser type, language and time zone, mobile phone number and IP address.
- **Information from websites and apps that use our Services.** We collect information when you visit or use third-party websites and apps that use our Services (like when they offer our Like button or Facebook Log In or use our measurement and advertising services). This includes information about the websites and apps you visit, your use of our Services on those websites and apps, as well as information the developer or publisher of the app or website provides to you or us.
- **Information from third-party partners.** We receive information about you and your activities on and off Facebook from third-party partners, such as information from a partner when we jointly offer services or from an advertiser about your experiences or interactions with them.
- **Facebook companies.** We receive information about you from companies that are owned or operated by Facebook, in accordance with their terms and policies. [Learn more](#) about these companies and their privacy policies.

II. How do we use this information?

We are passionate about creating engaging and customized experiences for people. We use all of the information we have to help us provide and support our Services. Here's how:

- **Provide, improve and develop Services.** We are able to deliver our Services, personalize content, and make suggestions for you by using this information to understand how you use and interact with our Services and the people or things you're connected to and interested in on and off our Services.

We also use information we have to provide shortcuts and suggestions to you. For example, we are able to suggest that your friend tag you in a picture by comparing your friend's pictures to information we've put together from your profile pictures and the other photos in which you've been tagged. If this feature is enabled for you, you can control whether we suggest that another user tag you in a photo using the "Timeline and Tagging" settings.

When we have location information, we use it to tailor our Services for you and others, like helping you to check-in and find local events or offers in your area or tell your friends that you are nearby.

We conduct surveys and research, test features in development, and analyze the information we have to evaluate and improve products and services, develop new products or features, and conduct audits and troubleshooting activities.

- **Communicate with you.** We use your information to send you marketing communications, communicate with you about our Services and let you know about our policies and terms. We also use your information to respond to you when you contact us.
- **Show and measure ads and services.** We use the information we have to improve our advertising and measurement systems so we can show you relevant ads on and off our Services and measure the effectiveness and reach of ads and services. Learn more about advertising on our Services and how you can control how information about you is used to personalize the ads you see.
- **Promote safety and security.** We use the information we have to help verify accounts and activity, and to promote safety and security on and off of our Services, such as by investigating suspicious activity or violations of our terms or policies. We work hard to protect your account using teams of engineers, automated systems, and advanced technology such as encryption and machine learning. We also offer easy-to-use security tools that add an extra layer of security to your account. For more information about promoting safety on Facebook, visit the Facebook Security Help Center.

We use cookies and similar technologies to provide and support our Services and each of the uses outlined and described in this section of our policy. Read our Cookie Policy to learn more.

III. How is this information shared?

Sharing On Our Services

People use our Services to connect and share with others. We make this possible by sharing your information in the following ways:

- **People you share and communicate with.**

When you share and communicate using our Services, you choose the audience who can see what you share. For example, when you post on Facebook, you select the audience for the post, such as a customized group of individuals, all of your Friends, or members of a Group. Likewise, when you use Messenger, you also choose the people you send photos to or message.

Public information is any information you share with a public audience, as well as information in your Public Profile, or content you share on a Facebook Page or another public forum. Public information is available to anyone on or off our Services and can be seen or accessed through online search engines, APIs, and offline media, such as on TV.

In some cases, people you share and communicate with may download or re-share this content with others on and off our Services. When you comment on another person's post or like their content on Facebook, that person decides the audience who can see your comment or like. If their audience is public, your comment will also be public.

- **People that see content others share about you.** Other people may use our Services to share content about you with the audience they choose. For example, people may share a photo of you, mention or tag you at a location in a post, or share information about you that you shared with them. If you have concerns with someone's post, social reporting is a way for people to quickly and easily ask for help from someone they trust. [Learn More](#).
- **Apps, websites and third-party integrations on or using our Services.** When you use third-party apps, websites or other services that use, or are integrated with, our Services, they may receive information about what you post or share. For example, when you play a game with your Facebook friends or use the Facebook Comment or Share button on a website, the game developer or website may get information about your activities in the game or receive a comment or link that you share from their website on Facebook. In addition, when you download or use such third-party services, they can access your [Public Profile](#), which includes your [username or user ID](#), your age range and country/language, your list of friends, as well as any information that you share with them. Information collected by these apps, websites or integrated services is subject to their own terms and policies.

[Learn more](#) about how you can control the information about you that you or others share with these apps and websites.

- **Sharing within Facebook companies.** We share information we have about you within the family of companies that are part of Facebook. [Learn more](#) about our companies.
- **New owner.** If the ownership or control of all or part of our Services or their assets changes, we may transfer your information to the new owner.

Sharing With Third-Party Partners and Customers

We work with third party companies who help us provide and improve our Services or who use advertising or related products, which makes it possible to operate our companies and provide free services to people around the world.

Here are the types of third parties we can share information with about you:

- **Advertising, Measurement and Analytics Services (Non-Personally Identifiable Information Only).** We want our advertising to be as relevant and interesting as the other information you find on our Services. With this in mind, we use all of the information we have about you to show you relevant ads. We do not share information that personally identifies you (personally identifiable information is information like name or email address that can by itself be used to contact you or identifies who you are) with advertising, measurement or analytics partners unless you give us permission. We may provide these partners with information about the reach and effectiveness of their advertising without providing information that personally identifies you, or if we have aggregated the information so that it does not personally identify you. For example, we may tell an advertiser how its ads performed, or how many people viewed their ads or installed an app after seeing an ad, or provide non-personally identifying demographic information (such as 25 year old female, in Madrid, who likes software engineering) to these partners to help them understand their audience or customers, but only after the advertiser has agreed to abide by our [advertiser guidelines](#).

Please review your [advertising preferences](#) to understand why you're seeing a particular ad on Facebook. You can adjust your ad preferences if you want to control and manage your ad experience on Facebook.

- **Vendors, service providers and other partners.** We transfer information to vendors, service providers, and other partners who globally support our business, such as providing technical infrastructure services, analyzing how our Services are used, measuring the effectiveness of ads and services, providing customer service, facilitating payments, or conducting academic research and surveys. These partners must adhere to strict

confidentiality obligations in a way that is consistent with this Data Policy and the agreements we enter into with them.

IV. How can I manage or delete information about me?

You can manage the content and information you share when you use Facebook through the [Activity Log](#) tool. You can also download information associated with your Facebook account through our [Download Your Information](#) tool.

We store data for as long as it is necessary to provide products and services to you and others, including those described above. Information associated with your account will be kept until your account is deleted, unless we no longer need the data to provide products and services.

You can delete your account any time. When you delete your account, we delete things you have posted, such as your photos and status updates. If you do not want to delete your account, but want to temporarily stop using Facebook, you may deactivate your account instead. To learn more about deactivating or deleting your account, click [here](#). Keep in mind that information that others have shared about you is not part of your account and will not be deleted when you delete your account.

V. How do we respond to legal requests or prevent harm?

We may access, preserve and share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards. We may also access, preserve and share information when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of investigations; or to prevent death or imminent bodily harm. For example, we may provide information to third-party partners about the reliability of your account to prevent fraud and abuse on and off of our Services. Information we receive about you, including financial transaction data related to purchases made with Facebook, may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm. We also may retain information from accounts disabled for violations of our terms for at least a year to prevent repeat abuse or other violations of our terms.

VI. How our global services operate

Facebook, Inc. complies with the US-EU and US-Swiss Safe Harbor framework for the collection, use and retention of information from the European Union and Switzerland, as set out by the Department of Commerce. To view our certification, visit the [Safe Harbor website](#).

As part of our participation in the Safe Harbor program, we will resolve disputes you have with us in connection with our policies and practices through TRUSTe. You can contact TRUSTe through [their website](#).

Facebook may share information internally within our family of companies or with third parties for purposes described in this policy. Information collected within the European Economic Area ("EEA") may, for example, be transferred to countries outside of the EEA for the purposes as described in this policy.

VII. How will we notify you of changes to this policy?

We'll notify you before we make changes to this policy and give you the opportunity to review and comment on the revised policy before continuing to use our Services.

VIII. How to contact Facebook with questions

To learn more about how privacy works on Facebook, please check out [Privacy Basics](#).

If you have questions about this policy, here's how you can reach us:

If you live in the US or Canada...

Please contact Facebook, Inc. online or by mail at:

Facebook, Inc.
1601 Willow Road
Menlo Park, CA 94025

If you live anywhere else...

The data controller responsible for your information is Facebook Ireland Ltd., which you can contact online or by mail at:

Facebook Ireland Ltd.
4 Grand Canal Square, Grand Canal Harbour
Dublin 2, Ireland

EXHIBIT 10

Date of Last Revision: September 29, 2016

We give you the power to share as part of our mission to make the world more open and connected. This policy describes what information we collect and how it is used and shared. You can find additional tools and information at [Privacy Basics](#).

As you review our policy, keep in mind that it applies to all Facebook brands, products and services that do not have a separate privacy policy or that link to this policy, which we call the [“Facebook Services”](#) or [“Services.”](#)

I. What kinds of information do we collect?

Depending on which Services you use, we collect different kinds of information from or about you.

- **Things you do and information you provide.** We collect the content and other information you provide when you use our Services, including when you sign up for an account, create or share, and message or communicate with others. This can include information in or about the content you provide, such as the location of a photo or the date a file was created. We also collect information about how you use our Services, such as the types of content you view or engage with or the frequency and duration of your activities.
- **Things others do and information they provide.** We also collect content and information that other people provide when they use our Services, including information about you, such as when they share a photo of you, send a message to you, or upload, sync or import your contact information.
- **Your networks and connections.** We collect information about the people and groups you are connected to and how you interact with them, such as the people you communicate with the most or the groups you like to share with. We also collect contact information you provide if you upload, sync or import this information (such as an address book) from a device.
- **Information about payments.** If you use our Services for purchases or financial transactions (like when you buy something on Facebook, make a purchase in a game, or make a donation), we collect information about the purchase or transaction. This includes your payment information, such as your credit or debit card number and other card information, and other account and authentication information, as well as billing, shipping and contact details.
- **Device information.** We collect information from or about the computers, phones, or other devices where you install or access our Services, depending on the permissions you’ve granted. We may associate the information we collect from your different devices, which helps us provide consistent Services across your devices. Here are some examples of the information we collect:
 - Attributes such as the operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers.
 - Device locations, including specific geographic locations, such as through GPS, Bluetooth, or WiFi signals.
 - Connection information such as the name of your mobile operator or ISP, browser type, language and time zone, mobile phone number and IP address.
- **Information from websites and apps that use our Services.** We collect information when you visit or use third-party websites and apps that use our Services (like when they offer our Like button or Facebook Log In or use our measurement and advertising services). This includes information about the websites and apps you visit, your use of our Services on those websites and apps, as well as information the developer or publisher of the app or website provides to you or us.
- **Information from third-party partners.** We receive information about you and your activities on and off Facebook from third-party partners, such as information from a partner when we jointly offer services or from an advertiser about your experiences or interactions with them.
- **Facebook companies.** We receive information about you from companies that are owned or operated by Facebook, in accordance with their terms and policies. [Learn more](#) about these companies and their privacy policies.

II. How do we use this information?

We are passionate about creating engaging and customized experiences for people. We use all of the information we have to help us provide and support our Services. Here's how:

- **Provide, improve and develop Services.** We are able to deliver our Services, personalize content, and make suggestions for you by using this information to understand how you use and interact with our Services and the people or things you're connected to and interested in on and off our Services.

We also use information we have to provide shortcuts and suggestions to you. For example, we are able to suggest that your friend tag you in a picture by comparing your friend's pictures to information we've put together from your profile pictures and the other photos in which you've been tagged. If this feature is enabled for you, you can control whether we suggest that another user tag you in a photo using the "Timeline and Tagging" settings.

When we have location information, we use it to tailor our Services for you and others, like helping you to check-in and find local events or offers in your area or tell your friends that you are nearby.

We conduct surveys and research, test features in development, and analyze the information we have to evaluate and improve products and services, develop new products or features, and conduct audits and troubleshooting activities.

- **Communicate with you.** We use your information to send you marketing communications, communicate with you about our Services and let you know about our policies and terms. We also use your information to respond to you when you contact us.
- **Show and measure ads and services.** We use the information we have to improve our advertising and measurement systems so we can show you relevant ads on and off our Services and measure the effectiveness and reach of ads and services. Learn more about advertising on our Services and how you can control how information about you is used to personalize the ads you see.
- **Promote safety and security.** We use the information we have to help verify accounts and activity, and to promote safety and security on and off of our Services, such as by investigating suspicious activity or violations of our terms or policies. We work hard to protect your account using teams of engineers, automated systems, and advanced technology such as encryption and machine learning. We also offer easy-to-use security tools that add an extra layer of security to your account. For more information about promoting safety on Facebook, visit the Facebook Security Help Center.

We use cookies and similar technologies to provide and support our Services and each of the uses outlined and described in this section of our policy. Read our Cookie Policy to learn more.

III. How is this information shared?

Sharing On Our Services

People use our Services to connect and share with others. We make this possible by sharing your information in the following ways:

- **People you share and communicate with.**

When you share and communicate using our Services, you choose the audience who can see what you share. For example, when you post on Facebook, you select the audience for the post, such as a customized group of individuals, all of your Friends, or members of a Group. Likewise, when you use Messenger, you also choose the people you send photos to or message.

Public information is any information you share with a public audience, as well as information in your Public Profile, or content you share on a Facebook Page or another public forum. Public information is available to anyone on or off our Services and can be seen or accessed through online search engines, APIs, and offline media, such as on TV.

In some cases, people you share and communicate with may download or re-share this content with others on and off our Services. When you comment on another person's post or like their content on Facebook, that person decides the audience who can see your comment or like. If their audience is public, your comment will also be public.

- **People that see content others share about you.** Other people may use our Services to share content about you with the audience they choose. For example, people may share a photo of you, mention or tag you at a location in a post, or share information about you that you shared with them. If you have concerns with someone's post, social reporting is a way for people to quickly and easily ask for help from someone they trust. [Learn More](#).
- **Apps, websites and third-party integrations on or using our Services.** When you use third-party apps, websites or other services that use, or are integrated with, our Services, they may receive information about what you post or share. For example, when you play a game with your Facebook friends or use the Facebook Comment or Share button on a website, the game developer or website may get information about your activities in the game or receive a comment or link that you share from their website on Facebook. In addition, when you download or use such third-party services, they can access your [Public Profile](#), which includes your [username or user ID](#), your age range and country/language, your list of friends, as well as any information that you share with them. Information collected by these apps, websites or integrated services is subject to their own terms and policies.

[Learn more](#) about how you can control the information about you that you or others share with these apps and websites.

- **Sharing within Facebook companies.** We share information we have about you within the family of companies that are part of Facebook. [Learn more](#) about our companies.
- **New owner.** If the ownership or control of all or part of our Services or their assets changes, we may transfer your information to the new owner.

Sharing With Third-Party Partners and Customers

We work with third party companies who help us provide and improve our Services or who use advertising or related products, which makes it possible to operate our companies and provide free services to people around the world.

Here are the types of third parties we can share information with about you:

- **Advertising, Measurement and Analytics Services (Non-Personally Identifiable Information Only).** We want our advertising to be as relevant and interesting as the other information you find on our Services. With this in mind, we use all of the information we have about you to show you relevant ads. We do not share information that personally identifies you (personally identifiable information is information like name or email address that can by itself be used to contact you or identifies who you are) with advertising, measurement or analytics partners unless you give us permission. We may provide these partners with information about the reach and effectiveness of their advertising without providing information that personally identifies you, or if we have aggregated the information so that it does not personally identify you. For example, we may tell an advertiser how its ads performed, or how many people viewed their ads or installed an app after seeing an ad, or provide non-personally identifying demographic information (such as 25 year old female, in Madrid, who likes software engineering) to these partners to help them understand their audience or customers, but only after the advertiser has agreed to abide by our [advertiser guidelines](#).

Please review your [advertising preferences](#) to understand why you're seeing a particular ad on Facebook. You can adjust your ad preferences if you want to control and manage your ad experience on Facebook.

- **Vendors, service providers and other partners.** We transfer information to vendors, service providers, and other partners who globally support our business, such as providing technical infrastructure services, analyzing how our Services are used, measuring the effectiveness of ads and services, providing customer service, facilitating payments, or conducting academic research and surveys. These partners must adhere to strict

confidentiality obligations in a way that is consistent with this Data Policy and the agreements we enter into with them.

IV. How can I manage or delete information about me?

You can manage the content and information you share when you use Facebook through the [Activity Log](#) tool. You can also download information associated with your Facebook account through our [Download Your Information](#) tool.

We store data for as long as it is necessary to provide products and services to you and others, including those described above. Information associated with your account will be kept until your account is deleted, unless we no longer need the data to provide products and services.

You can delete your account any time. When you delete your account, we delete things you have posted, such as your photos and status updates. If you do not want to delete your account, but want to temporarily stop using Facebook, you may deactivate your account instead. To learn more about deactivating or deleting your account, click [here](#). Keep in mind that information that others have shared about you is not part of your account and will not be deleted when you delete your account.

V. How do we respond to legal requests or prevent harm?

We may access, preserve and share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards. We may also access, preserve and share information when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of investigations; or to prevent death or imminent bodily harm. For example, we may provide information to third-party partners about the reliability of your account to prevent fraud and abuse on and off of our Services. Information we receive about you, including financial transaction data related to purchases made with Facebook, may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm. We also may retain information from accounts disabled for violations of our terms for at least a year to prevent repeat abuse or other violations of our terms.

VI. How our global services operate

Facebook may share information internally within our family of companies or with third parties for purposes described in this policy. Information collected within the European Economic Area (“EEA”) may, for example, be transferred to countries outside of the EEA for the purposes as described in this policy. We utilize standard contract clauses approved by the European Commission, adopt other means under European Union law, and obtain your consent to legitimize data transfers from the EEA to the United States and other countries.

You can contact us using the information provided below with questions or concerns. We also may resolve disputes you have with us in connection with our privacy policies and practices through TRUSTe. You can contact TRUSTe through their [website](#).

VII. How will we notify you of changes to this policy?

We’ll notify you before we make changes to this policy and give you the opportunity to review and comment on the revised policy before continuing to use our Services.

VIII. How to contact Facebook with questions

To learn more about how privacy works on Facebook, please check out [Privacy Basics](#).

If you have questions about this policy, here's how you can reach us:

If you live in the US or Canada...

Please contact Facebook, Inc. online or by mail at:

Facebook, Inc.
1601 Willow Road
Menlo Park, CA 94025

If you live anywhere else...

The data controller responsible for your information is Facebook Ireland Ltd., which you can contact online or by mail at:

Facebook Ireland Ltd.
4 Grand Canal Square, Grand Canal Harbour
Dublin 2, Ireland

EXHIBIT 11

What kinds of information do we collect?

How do we use this information?

How is this information shared?

How do the Facebook Companies work together?

How can I manage or delete information about me?

How do we respond to legal requests or prevent harm?

How do we operate and transfer data as part of our global services?

How will we notify you of changes to this policy?

How to contact Facebook with questions

Facebook Ads Controls

Privacy Basics

Cookies Policy

Terms

More Resources

View a printable version of the Data Policy

Interactive Tools

Minors and Safety

Facebook Privacy Page

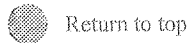
Facebook Safety Page

Facebook Site Governance Page

EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield Notice

Data Policy

This policy describes the information we process to support Facebook, Instagram, Messenger and other products and features offered by Facebook ([Facebook Products](#) or [Products](#)). You can find additional tools and information in the [Facebook Settings](#) and [Instagram Settings](#).



[Return to top](#)

What kinds of information do we collect?

To provide the Facebook Products, we must process information about you. The types of information we collect depend on how you use our Products. You can learn how to access and delete information we collect by visiting the [Facebook Settings](#) and [Instagram Settings](#).

Things you and others do and provide.

- **Information and content you provide.** We collect the content, communications and other information you provide when you use our Products, including when you sign up for an account, create or share content, and message or communicate with others. This can include information in or about the content you provide (like metadata), such as the location of a photo or the date a file was created. It can also include what you see through features we provide, such as our [camera](#), so we can do things like suggest masks and filters that you might like, or give you tips on using camera formats. Our systems automatically process content and communications you and others provide to analyze context and what's in them for the purposes described [below](#). Learn more about how you can control who can see the things you [share](#).
 - Data with special protections: You can choose to provide information in your Facebook [profile fields](#) or Life Events about your religious views, political views, who you are "interested in," or your health. This and other information (such as racial or ethnic origin, philosophical beliefs or trade union membership) could be subject to special protections under the laws of your country.
- **Networks and connections.** We collect information about the people, [Pages](#), accounts, [hashtags](#) and groups you are connected to and how you interact with them across our Products, such as people you communicate with the most or groups you are part of. We also collect contact information if you [choose to upload, sync or import it from a device](#) (such as an address book or call log or SMS log history), which we use for things like helping you and others find people you may know and for the other purposes listed [below](#).
- **Your usage.** We collect information about how you use our Products, such as the types of content you view or engage with; the features you use; the actions you take; the people or accounts you interact with; and the time, frequency and duration of your activities. For example, we log when you're using and have last used our Products, and what posts, videos and other content you view on our Products. We also collect information about how you use features like our camera.

- **Information about transactions made on our Products.** If you use our Products for purchases or other financial transactions (such as when you make a purchase in a game or make a donation), we collect information about the purchase or transaction. This includes payment information, such as your credit or debit card number and other card information; other account and authentication information; and billing, shipping and contact details.
- **Things others do and information they provide about you.** We also receive and analyze content, communications and information that other people provide when they use our Products. This can include information about you, such as when others share or comment on a photo of you, send a message to you, or upload, sync or import your contact information.

Device Information

As described below, we collect information from and about the computers, phones, connected TVs and other web-connected devices you use that integrate with our Products, and we combine this information across different devices you use. For example, we use information collected about your use of our Products on your phone to better personalize the content (including ads) or features you see when you use our Products on another device, such as your laptop or tablet, or to measure whether you took an action in response to an ad we showed you on your phone on a different device.

Information we obtain from these devices includes:

- **Device attributes:** information such as the operating system, hardware and software versions, battery level, signal strength, available storage space, browser type, app and file names and types, and plugins.
- **Device operations:** information about operations and behaviors performed on the device, such as whether a window is foregrounded or backgrounded, or mouse movements (which can help distinguish humans from bots).
- **Identifiers:** unique identifiers, device IDs, and other identifiers, such as from games, apps or accounts you use, and Family Device IDs (or other identifiers unique to Facebook Company Products associated with the same device or account).
- **Device signals:** Bluetooth signals, and information about nearby Wi-Fi access points, beacons, and cell towers.
- **Data from device settings:** information you allow us to receive through device settings you turn on, such as access to your GPS location, camera or photos.
- **Network and connections:** information such as the name of your mobile operator or ISP, language, time zone, mobile phone number, IP address, connection speed and, in some cases, information about other devices that are nearby or on your network, so we can do things like help you stream a video from your phone to your TV.
- **Cookie data:** data from cookies stored on your device, including cookie IDs and settings. Learn more about how we use cookies in the Facebook Cookies Policy and Instagram Cookies Policy.

Information from partners.

Advertisers, app developers, and publishers can send us information through [Facebook Business Tools](#) they use, including our social plug-ins (such as the Like button), Facebook Login, our [APIs and SDKs](#), or the Facebook [pixel](#). These partners provide information about your activities off Facebook—including information about your device, websites you visit, purchases you make, the ads you see, and how you use their services—whether or not you have a Facebook account or are logged into Facebook. For example, a game developer could use our API to tell us what games you play, or a business could tell us about a purchase you made in its store. We also receive information about your online and offline actions and purchases from third-party data providers who have the rights to provide us with your information.

Partners receive your data when you visit or use their services or through third parties they work with. We require each of these partners to have lawful rights to collect, use and share your data before providing any data to us. [Learn more](#) about the types of partners we receive data from.

To learn more about how we use cookies in connection with Facebook Business Tools, review the [Facebook Cookies Policy](#) and [Instagram Cookies Policy](#).



[Return to top](#)

How do we use this information?

We use the information we have (subject to choices you make) as described below and to provide and support the Facebook Products and related services described in the [Facebook Terms](#) and [Instagram Terms](#). Here's how:

Provide, personalize and improve our Products.

We use the information we have to deliver our Products, including to personalize features and content (including your [News Feed](#), [Instagram Feed](#), Instagram Stories and ads) and make suggestions for you (such as groups or [events](#) you may be interested in or topics you may want to follow) on and off our Products. To create personalized Products that are unique and relevant to you, we use your connections, preferences, interests and activities based on the data we collect and learn from you and others (including any [data with special protections](#) you choose to provide); how you use and interact with our Products; and the people, places, or things you're connected to and interested in on and off our Products. Learn more about how we use information about you to personalize your Facebook and Instagram experience, including features, content and recommendations in Facebook Products; you can also learn more about how we choose the [ads](#) that you see.

- **Information across Facebook Products and devices:** We connect information about your activities on different Facebook Products and devices to provide a more tailored and consistent experience on all Facebook Products you use, wherever you use them. For example, we can suggest that you join a group on Facebook that includes people you follow on Instagram or communicate with using Messenger. We can also make your experience more seamless, for example, by

automatically filling in your registration information (such as your phone number) from one Facebook Product when you sign up for an account on a different Product.

- **Location-related information:** We use location-related information—such as your current location, where you live, the places you like to go, and the businesses and people you're near—to provide, personalize and improve our Products, including ads, for you and others. Location-related information can be based on things like precise device location (if you've allowed us to collect it), IP addresses, and information from your and others' use of Facebook Products (such as check-ins or events you attend).
- **Product research and development:** We use the information we have to develop, test and improve our Products, including by conducting surveys and research, and testing and troubleshooting new products and features.
- **Face recognition:** If you have it turned on, we use face recognition technology to recognize you in photos, videos and camera experiences. The face-recognition templates we create may constitute data with special protections under the laws of your country. Learn more about how we use face recognition technology, or control our use of this technology in Facebook Settings. If we introduce face-recognition technology to your Instagram experience, we will let you know first, and you will have control over whether we use this technology for you.
- **Ads and other sponsored content:** We use the information we have about you—including information about your interests, actions and connections—to select and personalize ads, offers and other sponsored content that we show you. Learn more about how we select and personalize ads, and your choices over the data we use to select ads and other sponsored content for you in the Facebook Settings and Instagram Settings.

Provide measurement, analytics, and other business services.

We use the information we have (including your activity off our Products, such as the websites you visit and ads you see) to help advertisers and other partners measure the effectiveness and distribution of their ads and services, and understand the types of people who use their services and how people interact with their websites, apps, and services. Learn how we share information with these partners.

Promote safety, integrity and security.

We use the information we have to verify accounts and activity, combat harmful conduct, detect and prevent spam and other bad experiences, maintain the integrity of our Products, and promote safety and security on and off of Facebook Products. For example, we use data we have to investigate suspicious activity or violations of our terms or policies, or to detect when someone needs help. To learn more, visit the Facebook Security Help Center and Instagram Security Tips.

Communicate with you.

We use the information we have to send you marketing communications, communicate with you about our Products, and let you know about our policies and terms. We also use your information to respond to you when you contact

and terms. We also use your information to respond to you when you contact us.

Research and innovate for social good.

We use the information we have (including from research partners we collaborate with) to conduct and support research and innovation on topics of general social welfare, technological advancement, public interest, health and well-being. For example, we analyze information we have about migration patterns during crises to aid relief efforts. Learn more about our research programs.



Return to top

How is this information shared?

Your information is shared with others in the following ways:

Sharing on Facebook Products

People and accounts you share and communicate with

When you share and communicate using our Products, you choose the audience for what you share. For example, when you post on Facebook, you select the audience for the post, such as a group, all of your friends, the public, or a customized list of people. Similarly, when you use Messenger or Instagram to communicate with people or businesses, those people and businesses can see the content you send. Your network can also see actions you have taken on our Products, including engagement with ads and sponsored content. We also let other accounts see who has viewed their Facebook or Instagram Stories.

Public information can be seen by anyone, on or off our Products, including if they don't have an account. This includes your Instagram username; any information you share with a public audience; information in your public profile on Facebook; and content you share on a Facebook Page, public Instagram account or any other public forum, such as Facebook Marketplace. You, other people using Facebook and Instagram, and we can provide access to or send public information to anyone on or off our Products, including in other Facebook Company Products, in search results, or through tools and APIs. Public information can also be seen, accessed, reshared or downloaded through third-party services such as search engines, APIs, and offline media such as TV, and by apps, websites and other services that integrate with our Products.

Learn more about what information is public and how to control your visibility on Facebook and Instagram.

Content others share or reshare about you

You should consider who you choose to share with, because people who can see your activity on our Products can choose to share it with others on and off our Products, including people and businesses outside the audience you shared with. For example, when you share a post or send a message to specific friends

or accounts, they can download, screenshot, or reshare that content to others across or off our Products, in person or in virtual reality experiences such as [Facebook Spaces](#). Also, when you comment on someone else's post or react to their content, your comment or reaction is visible to anyone who can see the other person's content, and that person can change the audience later.

People can also use our Products to create and share content about you with the audience they choose. For example, people can share a photo of you in a Story, mention or tag you at a location in a post, or share information about you in their posts or messages. If you are uncomfortable with what others have shared about you on our Products, you can learn how to [report the content](#).

Information about your active status or presence on our Products.

People in your networks can see signals telling them whether you are active on our Products, including whether you are currently active on [Instagram](#), [Messenger](#) or Facebook, or when you last used our Products.

Apps, websites, and third-party integrations on or using our Products.

When you choose to use third-party apps, websites, or other services that use, or are integrated with, our Products, they can receive information about what you post or share. For example, when you play a game with your Facebook friends or use a Facebook Comment or Share button on a website, the game developer or website can receive information about your activities in the game or receive a comment or link that you share from the website on Facebook. Also, when you download or use such third-party services, they can access your [public profile](#) on Facebook, and any information that you share with them. Apps and websites you use may receive your list of Facebook friends if you choose to share it with them. But apps and websites you use will not be able to receive any other information about your Facebook friends from you, or information about any of your Instagram followers (although your friends and followers may, of course, choose to share this information themselves). Information collected by these third-party services is subject to their own terms and policies, not this one.

Devices and operating systems providing native versions of Facebook and Instagram (i.e. where we have not developed our own first-party apps) will have access to all information you choose to share with them, including information your friends share with you, so they can provide our core functionality to you.

Note: We are in the process of restricting developers' data access even further to help prevent abuse. For example, we will remove developers' access to your Facebook and Instagram data if you haven't used their app in 3 months, and we are changing Login, so that in the next version, we will reduce the data that an app can request without app review to include only name, Instagram username and bio, profile photo and email address. Requesting any other data will require our approval.

New owner.

If the ownership or control of all or part of our Products or their assets changes, we may transfer your information to the new owner.

We work with third-party partners who help us provide and improve our Products or who use Facebook Business Tools to grow their businesses, which makes it possible to operate our companies and provide free services to people around the world. We don't sell any of your information to anyone, and we never will. We also impose strict restrictions on how our partners can use and disclose the data we provide. Here are the types of third parties we share information with:

Partners who use our analytics services.

We provide aggregated statistics and insights that help people and businesses understand how people are engaging with their posts, listings, Pages, videos and other content on and off the Facebook Products. For example, Page admins and Instagram business profiles receive information about the number of people or accounts who viewed, reacted to, or commented on their posts, as well as aggregate demographic and other information that helps them understand interactions with their Page or account.

Advertisers.

We provide advertisers with reports about the kinds of people seeing their ads and how their ads are performing, but we don't share information that personally identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us permission. For example, we provide general demographic and interest information to advertisers (for example, that an ad was seen by a woman between the ages of 25 and 34 who lives in Madrid and likes software engineering) to help them better understand their audience. We also confirm which Facebook ads led you to make a purchase or take an action with an advertiser.

Measurement partners.

We share information about you with companies that aggregate it to provide analytics and measurement reports to our partners.

Partners offering goods and services in our Products.

When you subscribe to receive premium content, or buy something from a seller in our Products, the content creator or seller can receive your public information and other information you share with them, as well as the information needed to complete the transaction, including shipping and contact details.

Vendors and service providers.

We provide information and content to vendors and service providers who support our business, such as by providing technical infrastructure services, analyzing how our Products are used, providing customer service, facilitating payments or conducting surveys.


Researchers and academics.

We also provide information and content to research partners and academics to conduct research that advances scholarship and innovation that support our business or mission, and enhances discovery and innovation on topics of general social welfare, technological advancement, public interest, health and well-being.

Law enforcement or legal requests.

we share information with law enforcement or in response to legal requests in the circumstances outlined [below](#).

Learn more about how you can control the information about you that you or others share with third-party partners in the [Facebook Settings](#) and [Instagram Settings](#).

 [Return to top](#)

How do the Facebook Companies work together?

Facebook and Instagram share infrastructure, systems and technology with other [Facebook Companies](#) (which include WhatsApp and Oculus) to provide an innovative, relevant, consistent and safe experience across all [Facebook Company Products](#) you use. We also process information about you across the Facebook Companies for these purposes, as permitted by applicable law and in accordance with their terms and policies. For example, we process information from WhatsApp about accounts sending spam on its service so we can take appropriate action against those accounts on Facebook, Instagram or Messenger. We also work to understand how people use and interact with Facebook Company Products, such as understanding the number of unique users on different Facebook Company Products.

 [Return to top](#)

How can I manage or delete information about me?

We provide you with the ability to access, rectify, port and erase your data. Learn more in your [Facebook Settings](#) and [Instagram Settings](#).

We store data until it is no longer necessary to provide our services and Facebook Products, or until your account is deleted - whichever comes first. This is a case-by-case determination that depends on things like the nature of the data, why it is collected and processed, and relevant legal or operational retention needs. For example, when you search for something on Facebook, you can access and delete that query from within your search history at any time, but the log of that search is deleted after 6 months. If you submit a copy of your government-issued ID for account verification purposes, we delete that copy 30 days after submission. Learn more about deletion of [content you have shared](#) and [cookie data obtained through social plugins](#).

When you delete your account, we [delete things](#) you have posted, such as your photos and status updates, and you won't be able to recover that information later. Information that others have shared about you isn't part of your account and won't be deleted. If you don't want to delete your account but want to temporarily stop using the Products, you can deactivate your account instead. To delete your account at any time, please visit the [Facebook Settings](#) and [Instagram Settings](#).

We access, preserve and share your information with regulators, law enforcement or others:

- In response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States when we have a good-faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards.
- When we have a good-faith belief it is necessary to: detect, prevent and address fraud, unauthorized use of the Products, violations of our terms or policies, or other harmful or illegal activity; to protect ourselves (including our rights, property or Products), you or others, including as part of investigations or regulatory inquiries; or to prevent death or imminent bodily harm. For example, if relevant, we provide information to and receive information from third-party partners about the reliability of your account to prevent fraud, abuse and other harmful activity on and off our Products.

Information we receive about you (including financial transaction data related to purchases made with Facebook) can be accessed and preserved for an extended period when it is the subject of a legal request or obligation, governmental investigation, or investigations of possible violations of our terms or policies, or otherwise to prevent harm. We also retain information from accounts disabled for terms violations for at least a year to prevent repeat abuse or other term violations.



[Return to top](#)

How do we operate and transfer data as part of our global services?

We share information globally, both internally within the Facebook Companies, and externally with our partners and with those you connect and share with around the world in accordance with this policy. Your information may, for example, be transferred or transmitted to, or stored and processed in the United States or other countries outside of where you live for the purposes as described in this policy. These data transfers are necessary to provide the services set forth in the [Facebook Terms](#) and [Instagram Terms](#) and to globally operate and provide our Products to you. We utilize [standard contract clauses](#), rely on the European Commission's [adequacy decisions](#) about certain countries, as applicable, and obtain your consent for these data transfers to the United States and other countries.



[Return to top](#)

How will we notify you of changes to this policy?

We'll notify you before we make changes to this policy and give you the opportunity to review the revised policy before you choose to continue using our Products.

You can learn more about how privacy works [on Facebook](#) and on [Instagram](#). If you have questions about this policy, you can contact us as described below. We may resolve disputes you have with us in connection with our privacy policies and practices through TrustArc. You can contact TrustArc through its [website](#).

You can contact us [online](#) or by mail at:

Facebook, Inc.
ATTN: Privacy Operations
1601 Willow Road
Menlo Park, CA 94025

Date of Last Revision: April 19, 2018